

TOWN OF AMHERST

RENEWAL CABLE  
TELEVISION LICENSE

GRANTED TO

Comcast of Massachusetts II, Inc.

July 1, 2006

SELECT BOARD

TOWN OF AMHERST

MASSACHUSETTS

**TABLE OF CONTENTS**

1		
2		
3	<b>License.....</b>	<b>1</b>
4	<b>Section 1 --- Definitions.....</b>	<b>2</b>
5	<b>Section 2 --- Grant of Renewal License .....</b>	<b>8</b>
6	Section 2.1--- Grant of Renewal License.....	8
7	Section 2.2 --- Term of Renewal License.....	9
8	Section 2.3 --- Transfer and Assignment of Renewal License .....	9
9	Section 2.4 --- Effect of Unauthorized Transfer Action .....	9
10	Section 2.5 --- Non-exclusivity of Renewal License.....	10
11	Section 2.6 --- Police and Regulatory Powers.....	10
12	Section 2.7 --- Removal or Abandonment.....	10
13	<b>Section 3 --- System Design.....</b>	<b>12</b>
14	Section 3.1 --- Subscriber Network.....	12
15	Section 3.2 --- Institutional Network .....	12
16	Section 3.3 --- Parental Control Capability.....	14
17	Section 3.4 --- Emergency Alert Override Capacity.....	14
18	<b>Section 4 --- Construction, Installation and Maintenance Standards .....</b>	<b>16</b>
19	Section 4.1 --- Location of Cable Television System.....	16
20	Section 4.2 --- Underground Facilities.....	16
21	Section 4.3 --- Tree Trimming .....	16
22	Section 4.4 --- Restoration to Prior Condition .....	16
23	Section 4.5 --- Temporary Relocation .....	17
24	Section 4.6 --- Disconnection and Relocation .....	17
25	Section 4.7 --- Emergency Removal of Plant.....	17
26	Section 4.8 --- Removal and Relocation .....	17
27	Section 4.9 --- Completion of Work by Town .....	18
28	Section 4.10 --- Equipment .....	18
29	Section 4.11 --- Safety Standards.....	18
30	Section 4.12 --- Private Property .....	18
31	Section 4.13 --- Use of Company Facilities.....	19
32	Section 4.14 --- Construction Maps .....	19
33	Section 4.15 --- Maintenance Log .....	19
34	Section 4.16 --- Service Interruption .....	19

1	<b>Section 5 --- Availability of Cable Service</b> .....	21
2	Section 5.1 -- Service to All Residents.....	21
3	Section 5.2 --- Line Extension Procedures .....	21
4	Section 5.3 --- Commercial Establishments .....	22
5	<b>Section 6 --- Services and Programming</b> .....	23
6	Section 6.1 --- Basic Service .....	23
7	Section 6.2 --- Addressability .....	23
8	Section 6.3 --- Programming .....	23
9	Section 6.4 --- Recording Device Cable Compatibility .....	24
10	Section 6.5 --- Continuity of Service .....	24
11	Section 6.6 --- Changes in Cable Television Technology .....	25
12	Section 6.7 --- Free Connections and Basic Service to Public Buildings .....	25
13	Section 6.8 --- Internet Service to Public Buildings .....	26
14	<b>Section 7 --- Access Commitments and Policies</b> .....	28
15	Section 7.1 --- General.....	28
16	Section 7.2 --- Support for PEG access .....	28
17	Section 7.3 --- Capital Funding for Access.....	29
18	Section 7.4 --- Access Payments.....	30
19	Section 7.5 --- Access Channel Maintenance .....	30
20	Section 7.6 --- Access Information for Subscribers.....	31
21	Section 7.7 --- Emergency Procedures .....	32
22	Section 7.8 --- Change in Designated Access Provider Location or Primary	
23	Cablecasting Locations .....	32
24	Section 7.9 --- Changes in PEG access Channel Assignment .....	32
25	Section 7.10 --- Transition to Digital PEG.....	33
26	Section 7.11 --- PEG on Demand .....	33
27	Section 7.12 --- Late Payment .....	34
28	Section 7.13 --- PEG access Costs .....	34
29	Section 7.14 --- PEG Schedule on Electronic Program Guides.....	34
30	<b>Section 8 --- License Fees</b> .....	35
31	Section 8.1 --- License Fee Entitlement.....	35
32	Section 8.2 --- Late Payment .....	35
33	Section 8.3 --- Recomputation .....	35
34	Section 8.4 --- Taxes .....	35

1	Section 8.5 --- Use of System By Affiliates .....	36
2	<b>Section 9 --- Rates and Charges .....</b>	<b>37</b>
3	Section 9.1 --- Monthly Rates and Installation Charges .....	37
4	Section 9.2 --- Notification .....	37
5	Section 9.3 --- Publication .....	37
6	Section 9.4 --- Credit for Service Interruption .....	38
7	Section 9.5 --- Non-Discriminatory Rates .....	38
8	Section 9.6 --- Franchise Related Costs - Externalizing, Line-Iteming and Passing	
9	Through .....	38
10	<b>Section 10 --- Insurance and Bonds .....</b>	<b>39</b>
11	Section 10.1 --- Insurance .....	39
12	Section 10.2 --- Performance Bond .....	41
13	Section 10.3 --- Indemnification .....	42
14	Section 10.4 --- Notice of Cancellation or Reduction of Coverage of Insurance or	
15	Bonds .....	43
16	<b>Section 11 --- Administration and Regulation .....</b>	<b>44</b>
17	Section 11.1 --- Office of Town Manager .....	44
18	Section 11.2 --- Performance Evaluation Proceedings .....	44
19	Section 11.3 --- Nondiscrimination .....	44
20	Section 11.4 --- Subscriber and User Complaints .....	45
21	Section 11.5 --- Jurisdiction .....	45
22	Section 11.6 --- Right to Purchase .....	45
23	<b>Section 12 --- Determination of Breach, Liquidated Damages, License Revocation .....</b>	<b>46</b>
24	Section 12.1 --- Determination of Breach .....	46
25	Section 12.2 --- Liquidated Damages .....	47
26	Section 12.3 --- Revocation of the Renewal License .....	49
27	Section 12.4 --- Termination .....	49
28	Section 12.5 --- Notice of Legal Action .....	49
29	Section 12.6 --- No Waiver-Cumulative Remedies .....	50
30	<b>Section 13 --- Subscriber Rights and Consumer Protection .....</b>	<b>51</b>
31	Section 13.1 --- Local Business Office .....	51
32	Section 13.2 --- Customer Service Telephone .....	51
33	Section 13.3 --- Customer Service .....	51
34	Section 13.4 --- Subscriber Solicitation Procedures .....	52

1	Section 13.5 --- Subscriber Service Procedures and Notice .....	52
2	Section 13.6 --- Subscriber Sales Standards .....	52
3	Section 13.7 --- Billing Dispute Procedures .....	53
4	Section 13.8 --- Disconnection and Termination of Cable Service .....	53
5	Section 13.9 --- Employee Identification Cards.....	53
6	Section 13.10 --- Pro-Rated Service .....	53
7	Section 13.11 --- Business Practice Standards.....	54
8	Section 13.12 --- Complaint Resolution Procedures.....	54
9	Section 13.13 --- Privacy Provisions .....	55
10	Section 13.14 --- Monitoring.....	55
11	Section 13.15 --- Distribution of Subscriber Information.....	56
12	Section 13.16 --- Polling by Cable.....	56
13	Section 13.17 --- Information with Respect to Viewing Habits and Subscription	
14	Decisions .....	56
15	Section 13.18 --- Subscriber Access to Information .....	57
16	Section 13.19 --- Privacy Standards Review.....	57
17	<b>Section 14 --- Reports and Performance Tests.....</b>	<b>58</b>
18	Section 14.1 --- Construction Reports.....	58
19	Section 14.2 --- Financial Reports .....	58
20	Section 14.3 --- Number of Subscribers.....	58
21	Section 14.4 --- Line Extension Report.....	58
22	Section 14.5 --- Subscriber Complaint Report .....	59
23	Section 14.6 --- Service Interruption Report .....	59
24	Section 14.7 --- Individual Complaint Reports .....	59
25	Section 14.8 --- Bi-Annual Performance Test.....	59
26	Section 14.9 --- Right to Inspection And/Or Testing of the Cable System .....	59
27	Section 14.10 --- Quality of Service .....	59
28	Section 14.11 --- Dual Filings.....	60
29	Section 14.12 --- Information.....	60
30	Section 14.13 --- Investigation .....	61
31	<b>Section 15 --- Employment.....</b>	<b>62</b>
32	Section 15.1 --- Equal Employment Opportunity .....	62
33	<b>Section 16 --- Miscellaneous Provisions.....</b>	<b>63</b>
34	Section 16.1 --- License as Contract under Seal.....	63

1	Section 16.2 --- Entire Agreement.....	63
2	Section 16.3 --- Captions.....	63
3	Section 16.4 --- Severability.....	63
4	Section 16.5 --- Force Majeure .....	64
5	Section 16.6 --- Removal of Antennas.....	64
6	Section 16.7 --- Subscriber Television Sets .....	64
7	Section 16.8 --- Cost of Publication.....	64
8	Section 16.9 --- Term.....	64
9	Section 16.10 --- Issuing Authority’s Designee.....	65
10	Section 16.11 -- Acts or Omissions of Affiliates .....	65
11	Section 16.12 --- Renewal License Exhibits.....	65
12	Section 16.13 --- Warranties .....	65
13	Section 16.14 --- Applicability of Renewal License .....	66
14	Section 16.15 --- Notices.....	66
15	Section 16.16 --- No Recourse Against the Issuing Authority.....	66
16	Section 16.17 --- Town’s Right of Intervention.....	66
17	Section 16.18 --- Licensee’s Obligations Guaranteed by Its Ultimate Parent .....	67
18	<b>Exhibits.....</b>	<b>68</b>
19	Exhibit 1 --- Locations To Be Connected to the Institutional Network.....	68
20	Exhibit 2 --- Service Information for Subscribers .....	70
21	Signature Page .....	72

**L I C E N S E**

This Renewal License entered into this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between Comcast of Massachusetts II, Inc., a Massachusetts corporation, and the Select Board of the Town of Amherst, Massachusetts, as Issuing Authority for the renewal of the cable television license(s) under G.L. c. 166A:

**W I T N E S S E T H:**

WHEREAS, the Issuing Authority of the Town of Amherst, Massachusetts, pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts, as inserted by Chapter 1103 of the Acts of 1971, as amended, is authorized to grant one or more nonexclusive revocable renewal licenses to construct, upgrade, operate and maintain a Cable Television System within the Town of Amherst; and

WHEREAS, Comcast of Massachusetts II, Inc. submitted a Renewal Proposal to the Town, dated xxx, for a Renewal License to construct, upgrade, operate and maintain a Cable Television System in the Town of Amherst; and

WHEREAS, pursuant to 207 CMR 8.00, the Issuing Authority and Cox Communications Amherst, Inc., did engage in good-faith negotiations to further clarify said Renewal Proposal and agree on proposals to upgrade the Cable Television System, within the time limits established in 207 CMR 8.00; and

WHEREAS, the Issuing Authority after consideration, analysis and deliberation, approved the technical ability, financial qualifications, upgrade provisions, Cable Television System design and other proposals of Comcast of Massachusetts II, Inc.; and

WHEREAS, the Issuing Authority has determined that it is in the best interest of the Town of Amherst to grant a Renewal License to Comcast of Massachusetts II, Inc.;

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties agree as follows:

**SECTION 1**

**DEFINITIONS**

For the purpose of this Renewal License, the following words, terms, phrases, and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word shall is always mandatory except where noted. Where the following definitions are in conflict with definitions in law, it is the express intent that the definition in federal law shall take precedence.

Affiliate or Affiliated Person: Any person who or which directly or indirectly controls and owns an interest in Comcast of Massachusetts II, Inc.; any person which Comcast of Massachusetts II, Inc. directly or indirectly controls and in which Comcast of Massachusetts II, Inc. owns an interest; and any Person directly or indirectly subject to control and owned in whole or in part by a Person who or which directly or indirectly controls and owns an interest in Comcast of Massachusetts II, Inc.; provided, however, that this definition shall not be deemed to apply to any programming or publishing service by an Affiliate, carried in the normal course of business.

Basic Service or Basic Level of Service: The lowest service tier, other than a Pay Cable Service, distributed over the Cable System, which includes, without limitation, all Public, Educational and Governmental Access Channels and all Broadcast Signals, if any, required to be carried on Basic Service pursuant to federal law or this Renewal License.

Behavioral Profiling: Detecting viewer interests by analyzing viewer interaction with and interest in what Cable Services have to offer.

Cable Act: Cable Communications Policy Act of 1984 (the “1984 Cable Act”), Public Law No. 98-549, 98 Stat. 2779 (1984), as amended by the Cable Television Consumer Protection and Competition Act of 1992 (the “1992 Cable Act”), Public Law No. 102-385, 106 Stat. 1460 (1992) and the Telecommunications Act of 1996, Public Law No. 104-104, 110 Stat. 56 (1996).



1 CableCard: Modular security component or point-of-deployment module that is made  
2 available by the Licensee for use with host Navigation Devices obtained through retail  
3 outlets.

4 Cable Service: The one-way transmission to Subscribers of (i) video Programming or (ii)  
5 other Programming services, and Subscriber interaction, if any, which is required for the  
6 selection or use of such video Programming or other Programming service.

7 Cable Television System or Cable System: A facility, consisting of a set of closed  
8 transmission paths and associated signal generation, reception, and control equipment  
9 that is designed to provide Cable Service which includes Video Programming and which  
10 is provided to multiple Subscribers within the Town.

11 Channel or Video Channel: A portion of the electromagnetic frequency spectrum which  
12 is used in a Cable System and which is capable of delivering a television channel. With  
13 respect to PEG Channel, I-Net and I-Loop channel requirements, the definition of  
14 channel shall also mean a minimum allocation of 6 MHz of bandwidth or its digital  
15 equivalent.

16 Clickstream: A log of a viewer's interactions with a Cable Service (at a low level, the  
17 sequence and timing of button presses on a Navigation Device's remote control; at a  
18 higher level, the choices of programming or advertising to be viewed, for example, that  
19 are thereby effectuated).

20 CMR: The abbreviation for Code of Massachusetts Regulations.

21 Department of Public Works (DPW): The Department of Public Works of the Town of  
22 Amherst, Massachusetts.

23 Digital Plug & Play (or Digital Cable Ready): The ability to connect digital Navigation  
24 Devices that are purchased from retail outlets directly to a Cable Television System and  
25 receive analog and digital Cable Services without the need for a Licensee-supplied  
26 converter.

27 Division: The Cable Television Division of the Department of Telecommunications and  
28 Energy of the Commonwealth of Massachusetts.

29 Designated Access Provider: The entity or entities designated from time to time by the  
30 Issuing Authority to provide PEG access to the residents of the Town of Amherst.

1 Downstream Channel: A channel over which Signals travel to an authorized recipient of  
2 programming.

3 Drop or Cable Drop: The coaxial and/or hardline cable that connects an Outlet to the  
4 Subscriber network.

5 Education Access Channel: Any Channel, or portion thereof, which has been allocated  
6 pursuant to this Renewal License as a PEG access Channel and has/have been designated  
7 by the Issuing Authority as an Educational Access Channel for use by the Amherst-  
8 Pelham Regional School District or other such other designee of the Issuing Authority.

9 Effective Date: July 1, 2006.

10 Electronic Program Guide (EPG): An onscreen guide that enables viewers to navigate the  
11 large number of video programming and other Cable Service choices available in a Cable  
12 Television System particularly in a digital environment.

13 FCC: The abbreviation for the Federal Communications Commission or any successor  
14 agency.

15 Franchise Fee: The payments to be made by the Licensee to the Town of Amherst, which  
16 shall have the meaning as set forth in Section 622(g) of the Cable Act.

17 Government Channel: Any channel(s), or portion thereof, which, pursuant to this  
18 Renewal License, has been allocated for use by the Town, the Issuing Authority or its  
19 designee(s).

20 Gross Annual Revenue: Consideration of any form or kind derived by the Licensee  
21 and/or its Affiliates from the carriage of Signals over the Cable System including,  
22 without limitation: the distribution of any Cable Service or Service over the System; the  
23 provision of any Service related activity in connection with operation of the Cable  
24 System; Basic Service monthly fees; all Pay-Per-View, Pay Cable and Premium Service  
25 revenues; all digital Cable Service Revenues, fees from third party unaffiliated  
26 programmers for leased access Programming, all other Service fees; any and all Cable  
27 Service fees and/or Cable Service charges received from Subscribers; installation,  
28 reconnection, downgrade, upgrade and any other similar fees; interest collected on  
29 Subscriber fees and/or charges; fees paid on all Subscriber fees; all Commercial Cable  
30 Service Subscriber revenues; fees paid for channels designated for commercial use;  
31 converter, remote control and other equipment rentals, and/or leases and/or sales; all

1 home-shopping service(s) revenues; and all advertising revenues. In the event that an  
2 Affiliate is responsible for advertising, advertising revenues shall be deemed to be the  
3 pro-rata portion of the gross advertising revenues accrued by such Affiliate for said  
4 Affiliate's use of the Cable System for the carriage of advertising. Gross Annual  
5 Revenues shall also include the Gross Revenue of the Licensee and any other Person  
6 which is derived directly or indirectly from or in connection with the operation of the  
7 System to the extent that said revenue is derived, through a means which has the effect of  
8 avoiding payment of License Fees to the Town that would otherwise be paid herein. It is  
9 the intention of the parties hereto that Gross Annual Revenues shall only include such  
10 consideration of Affiliates and/or Persons relating to Signal carriage over the Cable  
11 System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where  
12 unrelated to Signal carriage. Gross Annual Revenues shall not include actual bad debt  
13 that is written off, consistent with Generally Accepted Accounting principles; provided,  
14 however, that all or any part of any such actual bad debt that is written off, but  
15 subsequently collected, shall be included in Gross Annual Revenues in the period so  
16 collected.

17 Institutional Network or I-Net: An independent communication network constructed and  
18 maintained by the Licensee for the sole use of the Town and/or its institutions.

19 Interactive Service: Any service that offers to Subscribers the capability of both  
20 transmitting and receiving Signals of any kind.

21 Issuing Authority: The Select Board of Amherst, Massachusetts, or its successor.

22 Leased Channel or Leased Access: A video channel which the Licensee shall make  
23 available pursuant to Section 612 of the Cable Act.

24 Licensee: Comcast of Massachusetts II, Inc. or any successor or transferee in accordance  
25 with the terms and conditions of this Renewal License.

26 License Fee: The payments to be made by the Licensee to the Town of Amherst, which shall  
27 have the meaning as set forth in M.G.L. Chapter 166A.

28 Navigation Device: Equipment on Subscriber premises (such as television receivers,  
29 converter boxes, and video recorders) used to receive video programming and other  
30 Cable Services offered over Cable Television Systems.

1 Non-cable-related purpose: any purpose that is not necessary to render, or conduct a  
2 legitimate business activity related to a Cable Service or Other Service provided by the  
3 Cable Operator to a Customer. Market research, telemarketing, and other marketing of  
4 services or products shall be considered Non-cable-related purposes.

5 OTDR: Optical Time-domain Reflectometer

6 Other Service: any wire or wireless service, including, but not limited to, any Interactive  
7 television or Internet Service, provided through the use of any of the facilities of a Cable  
8 Operator that are used in the provision of a Cable Service.

9 Outlet: A receptacle that connects a Subscriber's or user's equipment to the Subscriber  
10 network.

11 Pay Cable or Premium Service: Programming delivered for a fee or charge to Subscribers  
12 on a per-channel basis, or as a package of services, in addition to the fee or charge for the  
13 Basic Cable Services or for such other service tier(s).

14 Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-  
15 program or time basis, in addition to the charge or fee to Subscribers for Basic Cable  
16 Service or for such other service tier(s).

17 PEG: The acronym for Public, Educational, and Governmental; used in conjunction with  
18 Access Channels, support and facilities.

19 PEG access Channels: Any Channel(s) made available for the presentation of PEG access  
20 Programming.

21 PEG access Programming: Programming produced by the Designated Access Provider or  
22 used on one of the PEG Channels.

23 Person: Any corporation, partnership, limited partnership, association, trust, organization,  
24 other business entity, individual or group of individuals acting in concert.

25 Programming or Video Programming: Programming provided by, or generally considered  
26 comparable to programming provided by, a television broadcast station.

27 Public Building: All public schools, police and fire stations, public libraries, Town Hall,  
28 the Bangs Center and other public buildings.

29 Public Way: An accepted public way or a way which the Town Clerk certifies is  
30 maintained and used as a public way.

1 Renewal License: The non-exclusive Cable Television License to be granted to Licensee  
2 by this instrument.

3 Service: Any Basic Service or Standard (Cable) Service, and Pay (Cable) Service, or any  
4 other Cable Service, whether or not originated by the Licensee, which is offered to any  
5 Subscriber in conjunction with, or which is distributed over, the Cable System.

6 Signal: Any transmission of electromagnetic or optical energy which carries Video  
7 Programming from one location to another.

8 Strand Map-I-Net: A series of printed or digital maps which show the precise route,  
9 number of strands and splice point locations of the fiber optic I-Net.

10 Strand Map-Subscriber Network: A series of printed or digital maps which show the  
11 routes of the Subscriber network.

12 Subscriber: Any person, firm, corporation or other entity who or which elects to  
13 subscribe to for any purpose, a Cable Service provided by the Licensee by means of, or in  
14 connection with, the Cable Television System.

15 Subscriber Network: The Cable Television System, of at least 750 MHz, owned, operated  
16 and maintained by the Licensee over which Cable Service(s) can be transmitted to  
17 Subscribers.

18 Targeted Addressable Advertising: Advertising directed towards specific viewers and  
19 delivered to specific Navigation Devices identified by unique addresses. Behavioral  
20 Profiling may be performed; demographic and other information about viewers may be  
21 procured; and advertising geared towards viewers' expected interests is delivered to them  
22 by insertion into the video and/or other data that is being sent to the Navigation Devices  
23 used by them to receive Cable Services.

24 Town: The Town of Amherst, Massachusetts.

25 Upstream Channel: A channel over which Signals travel from an authorized location to a  
26 system distribution point.

**SECTION 2**

**GRANT OF RENEWAL LICENSE**

**Section 2.1 --- GRANT OF RENEWAL LICENSE**

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, as enacted by Chapter 1103 of the Acts of 1971, as amended, pursuant to 207 CMR 8.00, and subject to the terms and conditions set forth herein, the Select Board of the Town of Amherst, as the Issuing Authority of the Town, hereby grants a renewal and non-exclusive cable television license to Comcast of Massachusetts II, Inc., a Massachusetts corporation established for such purpose, authorizing and permitting Licensee to construct, upgrade, install, operate and maintain a Cable Television System within the corporate limits of the Town of Amherst for the sole purpose of providing Cable Services to Subscribers.

This Renewal License is granted under and in compliance with Chapter 166A of the General Laws as amended, and in compliance with all Federal laws, FCC and Division rules and regulations and all other applicable rules and regulations in force and effect during the period for which this Renewal License is granted.

Subject to the terms and conditions herein and to the extent to which the Issuing Authority has the power to authorize, the Issuing Authority hereby grants to Comcast of Massachusetts II, Inc., the Licensee, the right to construct, upgrade, install, operate and maintain a Cable System in, under, over, along, across or upon the streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town of Amherst within the municipal boundaries and subsequent additions thereto, including property over which the Town has compatible easements or rights-of-way, for the sole purpose of reception, transmission, collection, amplification, origination, distribution, or redistribution of Signals in accordance with the laws of the United States of America and the Commonwealth of Massachusetts. In exercising rights pursuant to this license, Licensee shall not endanger or interfere with the lives of persons, interfere with any installations of the town, any public utility serving the town or any other person permitted to use public ways and places, nor unnecessarily hinder or obstruct the free use of public ways and places. Grant of this Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of public ways and

1 places. Disputes between Licensee and other parties regarding use of public ways and  
2 places shall be resolved in accordance with the Town's by-laws and regulations, currently  
3 and hereafter enacted.

4 Section 2.2 --- TERM OF RENEWAL LICENSE

5 The term of this Renewal License shall commence upon July 1, 2006 and expire on June  
6 30, 2016, unless sooner terminated as provided herein.

7 Section 2.3 --- TRANSFER AND ASSIGNMENT OF RENEWAL LICENSE

8 (a) This Renewal License or control thereof shall not be transferred, assigned or disposed  
9 of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of  
10 control of any person holding such License to any other person, without the prior written  
11 consent of the Issuing Authority, which consent shall not be unreasonably or arbitrarily  
12 withheld. Such consent shall be given only after a public hearing upon a written  
13 application therefor as provided by the Division and/or the FCC and on forms prescribed  
14 by the Division and/or the FCC. The application for transfer consent shall be signed by  
15 Licensee and by the proposed transferee or assignee.

16 (b) The consent or approval of the Issuing Authority to any assignment or transfer of the  
17 Renewal License granted to the Licensee shall not constitute a waiver or release of the  
18 rights of the Town in and to the streets and Public Ways or any other rights of the Town  
19 under the Renewal License, and any such transfer shall, by its terms, be expressly  
20 subordinate to the terms and conditions of the Renewal License.

21 (c) Subject to applicable law, the Licensee shall submit to the Issuing Authority an  
22 original and ten (10) copies of the application and FCC Form 394 requesting such  
23 transfer or assignment consent.

24 (d) Any proposed controlling or owning Person or transferee approved by the Issuing  
25 Authority shall be subject to all of the terms and conditions contained in this Renewal  
26 License.

27 Section 2.4 - EFFECT OF UNAUTHORIZED TRANSFER ACTION

28 (a) Any transfer of the Cable System without complying with Section 2.3 above shall be  
29 null and void, and shall be deemed a material breach of the Renewal License.

(b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been effected, the Issuing Authority may revoke and terminate the Renewal License, unless such transfer is otherwise allowable by applicable law.

(c) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the Town.

#### Section 2.5 --- NON-EXCLUSIVITY OF RENEWAL LICENSE

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other person or corporation a license or right to occupy or use the Public Ways or streets, or portions thereof, for the construction, installation, operation or maintenance of a Cable Television System within the Town of Amherst; or the right of the Issuing Authority to permit the use of the public ways and places of the Town for any purpose(s) whatever. Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) To the extent allowed by applicable law(s), the grant of any additional cable television license(s) to provide Cable Service(s) shall be on substantially equivalent terms and conditions, taken as a whole, as those contained in this Renewal License.

(c) The issuance of additional license(s) shall be subject to applicable law(s).

#### Section 2.6 --- POLICE AND REGULATORY POWERS

By executing this Renewal License, Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general bylaws necessary to the privacy, safety and welfare of the public. Licensee shall comply with all applicable Town by-laws and regulations, including the regulations of the Department of Public Works of the Town of Amherst. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in favor of the latter.

#### Section 2.7 --- REMOVAL OR ABANDONMENT

(a) Upon termination of this Renewal License by passage of time or otherwise, and unless Licensee renews its license for another term or Licensee transfers the Cable System to a transferee approved by the Issuing Authority, Licensee shall remove its supporting structures, poles, transmission and distribution systems, and all other appurtenances from



1 the public way and places and shall restore all areas to their original condition. If such  
2 removal is not completed within six (6) months after such termination, the Issuing  
3 Authority may deem any property not removed as having been abandoned and may, at its  
4 election, remove said abandoned plant at the sole cost of Licensee.

5 (b) Licensee agrees that upon termination of this Renewal License and before proceeding  
6 with the removal provisions of subsection (a) of this section, Licensee shall offer the  
7 Issuing Authority first refusal of the right to purchase Licensee's supporting structures,  
8 poles, transmission and distribution systems, and all other appurtenances to the Cable  
9 System installed or owned by Licensee.

**SECTION 3**

**SYSTEM DESIGN**

**Section 3.1 --- SUBSCRIBER NETWORK**

(a) Throughout the term of this agreement Licensee shall maintain its cable system at a minimum bandwidth of 750 MHz with a minimum capacity of eighty (80) NTSC video channels in the downstream direction and four (4) NTSC video channels in the upstream direction. The system shall be equipped to utilize status monitoring and stand-by power supplies throughout the entire Subscriber Network.

(b) Before Licensee rebuilds or significantly upgrades the Cable Television System, it shall notify the Issuing Authority in writing of the proposed method of performing such rebuild and/or upgrade.

**Section 3.2 --- INSTITUTIONAL NETWORK**

(a) Licensee shall continue to maintain all aspects of the fiber optic Institutional Network (I-Net) currently in place between Town Buildings, School Buildings and Town designated locations in the Town. Said maintenance shall include, but not be limited to, maintenance of any equipment or cable at the licensee's sole cost pursuant to Sections 3.4(b) and 7.5(b) and/or the fiber optic I-Net. Said I-Net shall be for the sole use of the Town and its various institutions and shall be used exclusively by the Town. If at any time for any reason it is necessary to repair any portion of the I-Net, such repair shall be done by the Licensee within twenty-four (24) hours of notification.

(b) Within twelve (12) months of the License Effective Date, Licensee shall complete the expansion to all locations listed in Exhibit 1.

(c) The Issuing Authority may request, and the Licensee shall provide and construct at the Licensee's sole cost, up to an additional ten (10) I-Net Connections, within the term of this Renewal License, for public institutions and/or non-profit agencies as specified in Section 3.2(d). Said additional locations shall be constructed within twelve (12) months of the Issuing Authority's date of request.

(d) Each location provided for in Sections 3.2(b) and 3.2(c) shall receive six (6) strands (or six (6) additional strands if the location currently has existing strands) of singlemode fiber optic cable originating at the Town Hall hub site. All six (6) strands shall be terminated at both the Town Hall hub site and the location termination point designated

1 by the Issuing Authority. Outdoor splice enclosures and any other hardware required to  
2 construct the said fiber links shall be provided and installed by the Licensee at the  
3 Licensee's sole cost. All splice points shall be fusion spliced using a fiber optic fusion  
4 splicing device and each splice point shall not exceed .05 db of loss as calculated by said  
5 fusion splicing device. Once completed, all locations shall be tested bi-directionally and  
6 bi-wavelength using an OTDR from the Town Hall hub site connector to the location  
7 termination point connector, and its inverse path, to ensure point-to-point connectivity  
8 and link integrity. Said test results shall show that the installation of each fiber link is in  
9 compliance with manufacturer specifications for all components within the link. Any  
10 links not within the manufacturer's tolerance specifications shall be repaired, by the  
11 Licensee at the Licensee's sole cost. The results of the OTDR testing, including the loss  
12 calculations of the fusion splicing device, shall be provided to the Issuing Authority  
13 within a reasonable time following the completion of said tests.

14 (e) In the event of a renovation or construction of any Town, School, or Amherst/Pelham  
15 Regional School district-owned building that is on the I-Net, Licensee shall supply and  
16 install, at the Licensee's sole cost, the materials required to establish or re-establish I-Net  
17 connectivity of the renovated or constructed facility after such renovation or construction  
18 is complete. Further, pursuant to Sections 6.7(b) and 6.7(c), the Licensee shall provide  
19 materials at the Licensee's sole cost for the internal and/or external wiring in any open  
20 conduits or pathways if renovation or construction requires that the installation be done  
21 by other parties.

22 (f) Licensee shall provide from time to time and at the Licensee's sole cost technical  
23 consulting services to the Town concerning operation and use of the I-Net.

24 (g) Licensee shall provide capital funding for I-Net hub equipment in the amounts of One  
25 Hundred Thousand Dollars (\$100,000.00) upon the Effective Date of this Renewal  
26 License and One Hundred Thousand Dollars (\$100,000.00) on the fourth anniversary of  
27 the Effective Date. Equipment purchased by the Town or its designee(s) under the terms  
28 of this Renewal License shall be the property of the Town.

29 (h) The Licensee shall continue to provide and maintain equipment for the Town to  
30 utilize three (3) of the upstream and three (3) of the downstream channels on the I-Net for  
31 video distribution. At a minimum this shall include three (3) field modulators, one for

1 each channel, a demodulator/modulator pair for each channel at the I-Net hub location,  
2 and at least one frequency agile demodulator for field operations. Any downstream video  
3 channel on the I-Net shall be receivable by a standard cable-ready television receiver.

4 Section 3.3 --- PARENTAL CONTROL CAPABILITY

5 In order to restrict the viewing of programming which is obscene or indecent, upon the  
6 request of a Subscriber, the Licensee shall make available for sale or lease a device by  
7 which the Subscriber can prohibit viewing of a particular Cable Service during periods  
8 selected by that Subscriber.

9 Section 3.4 --- EMERGENCY ALERT OVERRIDE CAPACITY

10 (a) In accordance with the provisions of FCC Rules and Regulations Part 11, Subpart D,  
11 Section 11.51(h)(1), and as such provisions may from time to time be amended, the  
12 Licensee shall install, maintain and comply with an Emergency Alert System (EAS). As  
13 allowed by FCC Order FCC 97-338, Paragraph 33, the Licensee shall transmit all  
14 national, state, and local activations of the Federal EAS, utilizing the four-part message  
15 protocol specified in FCC Rules and Regulations Part 11, Subpart B, or successor  
16 protocols. This shall include such local and state-wide situations as may be designated to  
17 be an emergency by the Local Primary (LP), the State Primary (SP) and/or other  
18 authorities identified and defined within FCC Rules and Regulations, Part 11 or the Local  
19 and State Plans provided for under those rules.

20 (b) The Licensee shall provide to the Town without human intervention by Licensee, in  
21 times of an emergency endangering the Town or its residents and for periodic (e.g. bi-  
22 monthly) testing by the Town, the right and the capability to directly access by remote  
23 control the video and audio of all channels to create and cablecast an appropriate  
24 emergency message, which may include, but shall not be limited to one of two pre-  
25 established video scroll messages as reasonably determined by the Issuing Authority  
26 (such as "Amherst Residents, this is a TEST of the Town of Amherst Emergency Alert  
27 System. In an actual emergency you will be advised to tune to Amherst Channel \_\_\_\_ for  
28 details." Or "Amherst Residents, the Town of Amherst is issuing an Emergency Alert.  
29 Please tune to Amherst Channel \_\_\_\_ for further details.") and a pre-established audio alert  
30 message with the same text as the video scroll message. The pre-established messages (1)  
31 may be changed by the Town from time to time to another reasonable message, and (2)

1 shall advise Amherst residents to tune to the Amherst Channel \_\_\_\_ or the equivalent  
2 thereof. Federal EAS alerts (meaning national, state and local alerts on the Federal EAS)  
3 and tests shall take precedence over and automatically override the Amherst video scroll  
4 messages and audio alert messages (including, in each case, test messages) provided for  
5 herein, and the Licensee shall obtain and maintain appropriate hardware and software to  
6 accomplish the preceding. The Issuing Authority acknowledges that in the event that the  
7 Town's use of the emergency override causes an override of or interference with a  
8 national emergency alert, the Licensee shall not be responsible therefore.  
9

**SECTION 4**

**CONSTRUCTION, INSTALLATION AND MAINTENANCE STANDARDS**

**Section 4.1 --- LOCATION OF CABLE TELEVISION SYSTEM**

The Licensee shall construct, upgrade, operate and maintain the Cable Television System within the Town of Amherst. Poles, towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over public ways and places. The erection and location of all poles, towers and other obstructions shall be fixed with the prior written approval of the Select Board and under the supervision of the Town's Department of Public Works.

**Section 4.2 --- UNDERGROUND FACILITIES**

In the areas of the Town having telephone and electric utility lines underground, whether required by by-law or not, all of Licensee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility companies at their sole cost and expense or are required to be placed underground by the Town at the sole cost and expense of such telephone and electric utility companies, the Licensee shall likewise place its facilities underground at its sole cost and expense. It is the policy of the Town that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

**Section 4.3 --- TREE TRIMMING**

In the installation of the Cable System, including amplifiers, poles, other appliances or equipment and in stringing of cables and/or wires, Licensee shall avoid all unnecessary damage and/or injury to any and all shade trees in and along the streets, alleys, public ways and places and private property in the Town. Licensee shall be subject to G.L. c. 87 and shall comply with all the rules established by the Town, including by the Town's Shade Tree Committee or its designee during the term of this Renewal License. Licensee shall use its best efforts to obtain the prior written permission of the owner of any privately owned tree or other vegetation before it trims or prunes the same.

**Section 4.4 --- RESTORATION TO PRIOR CONDITION**

Whenever Licensee takes up or disturbs any pavement, sidewalk or other improvement of any public way or public place, the same shall be replaced and the surface restored in as

1 good condition as before entry as soon as practicable. If Licensee fails to make such  
2 restoration within a reasonable time, the Issuing Authority may fix a reasonable time for  
3 such restoration and repairs and shall notify the Licensee in writing of the restoration and  
4 repairs required and time fixed for performance thereof. Upon failure of Licensee to  
5 comply within the specified time period, the Issuing Authority may cause proper  
6 restoration and repairs to be made and the reasonable expense of such work shall be paid  
7 by Licensee upon demand by the Issuing Authority.

8 Section 4.5 --- TEMPORARY RELOCATION

9 Licensee shall temporarily raise or lower its wires or other equipment upon the  
10 reasonable request of any person, including without limitation a person holding a  
11 building moving permit issued by the Town. The expense of such raising or lowering  
12 shall be paid by the person requesting the same, unless otherwise required by applicable  
13 law, and Licensee shall have the authority to require such payment in advance. Licensee  
14 shall be given reasonable notice necessary to maintain continuity of service.

15 Section 4.6 --- DISCONNECTION AND RELOCATION

16 Licensee shall, at its sole cost and expense, protect, support, temporarily disconnect,  
17 relocate in the same street, or other public ways and places, or remove from any street or  
18 any other public ways and places, any property owned or maintained by the Licensee as  
19 required by the Issuing Authority or its designee by reason of traffic conditions, public  
20 safety, street construction, change or establishment of street grade, or construction of any  
21 kind.

22 Section 4.7 --- EMERGENCY REMOVAL OF PLANT

23 If, at any time, in case of fire or disaster in the Town, it shall become necessary in the  
24 reasonable judgment of the Issuing Authority or any designee, to cut or move any of the  
25 wires, cables, amplifiers, appliances or appurtenances of the Cable Television System,  
26 the Town shall have the right to do so at the sole cost and expense of Licensee.

27 Section 4.8 --- REMOVAL AND RELOCATION

28 The Issuing Authority shall have the power at any time to order and require Licensee to  
29 remove or relocate any pole, wire, cable or other structure that is unnecessarily dangerous  
30 to life or property. In the event that Licensee, after notice, fails or refuses to act within a

1 reasonable time, the Issuing Authority shall have the power to remove or relocate the  
2 same at the sole cost and expense of Licensee.

3 Section 4.9 --- COMPLETION OF WORK BY TOWN

4 Upon failure of Licensee to commence, pursue or complete any work required by law or  
5 by the provisions of this Renewal License in any street or other public place within the  
6 time prescribed and to the satisfaction of the Issuing Authority, the Issuing Authority  
7 may, at its option, cause such work to be done with reasonable expenditures therefor and  
8 Licensee shall pay to the Town the cost thereof in the itemized amounts reported by the  
9 Issuing Authority to the Licensee within thirty (30) days after receipt of such itemized  
10 report. In the event that the Town implements the provisions of this Section 4.7, it shall  
11 notify Licensee at least seven (7) days in advance and shall endeavor to have such work  
12 performed at a reasonable cost, subject, however, to any applicable procurement  
13 requirements.

14 Section 4.10 --- EQUIPMENT

15 Licensee shall install new equipment to the extent necessary for the construction and/or  
16 upgrade of the Cable Television System.

17 Section 4.11 --- SAFETY STANDARDS

18 Licensee shall construct, install, operate, maintain and remove the Cable Television  
19 System in conformance with Occupational Safety and Health Administration regulations,  
20 the Massachusetts Electrical Code, the National Electric Code, the National Electrical  
21 Safety Code, the Bell Telephone System Code of Pole Line Construction, the  
22 Commonwealth of Massachusetts State Building Code, Dig Safe, any other applicable  
23 federal laws and regulations, State laws and regulations, local by-laws, and all land use  
24 restrictions as the same exist or may be amended hereafter.

25 Section 4.12 --- PRIVATE PROPERTY

26 Licensee shall be subject to all laws, by-laws or regulations regarding private property in  
27 the course of constructing, upgrading, installing, operating or maintaining the Cable  
28 System in the Town. Licensee shall promptly repair or replace all private property, real  
29 and personal, damaged or destroyed as a result of the construction, upgrade, installation,  
30 operation or maintenance of the Cable System at its sole cost and expense.



1 Section 4.13 --- USE OF COMPANY FACILITIES

2 The Town shall have the right to attach to any pole erected by Licensee and to place in  
3 any of Licensee's conduits, its own facilities to be used for fire, police or other  
4 governmental communications purposes where space permits. All such placements by the  
5 Town shall be in conformity with all applicable rules and regulations, shall cause no  
6 additional expense to Licensee and shall not interfere with the operation by Licensee of  
7 its Cable Television System.

8 Section 4.14 --- CONSTRUCTION MAPS

9 Licensee shall file with the Issuing Authority a technical description of the Cable System,  
10 including Strand Maps showing the extent of cable plant, including the I-Net, in the  
11 Town. Licensee shall file said technical descriptions relating to any plant changes or  
12 additions not later than ninety (90) days after such changes or additions are made. Strand  
13 Maps shall also be provided in electronic format to the extent they exist in electronic  
14 format. The Licensee shall not be required to provide a particular type of electronic  
15 format which is different from the electronic format the Licensee maintains. If such  
16 information is agreed by both parties to be proprietary in nature, the Town shall to the  
17 fullest extent permitted by applicable law, sign a non-disclosure agreement with the  
18 Licensee.

19 Section 4.15 --- MAINTENANCE LOG

20 Licensee shall maintain an annual log showing the date, approximate time and duration,  
21 type and probable cause of all Cable Television System outages, whole or partial, due to  
22 causes other than routine testing or maintenance. All entries in such log shall be retained  
23 by Licensee for one (1) additional year and shall be subject to inspection and copying by  
24 the Issuing Authority or its designee during Licensee's regular business hours upon  
25 reasonable request. To the extent that the Cable Division Form 500 details the above  
26 required information, the Licensee shall not be required to maintain any further log  
27 regarding the subject information.

28 Section 4.16 --- SERVICE INTERRUPTION

29 Except where there exists an emergency situation necessitating a more expeditious  
30 procedure, Licensee may interrupt service for the purpose of repairing, upgrading or

- 1 testing the Cable Television System, only during periods of minimum use, and only after
- 2 a minimum of forty-eight (48) hours notice to affected Subscribers.

**SECTION 5**

**AVAILABILITY OF CABLE SERVICE**

**Section 5.1 --- SERVICE TO ALL RESIDENTS**

(a) The area to be served is the entire Town. Licensee shall make Cable Television Service(s) available to all residents and businesses of the Town, subject to the provisions of this Section.

(b) The Licensee's Cable Service shall be available to all residential dwelling units in the Town, regardless of the type of dwelling, unless legally prevented from doing so by factors outside of the Licensee's control, including, but not limited to, denial of access by owners of private property or multiple dwelling units. The Licensee shall make its best efforts to obtain rights-of-way and Multiple Dwelling Unit access agreements in the Town in order to make cable service(s) available to all residents.

(c) Cable Television Service(s) shall be provided at the standard Subscriber installation charge, which charge shall be applied in a non-discriminatory manner (except when Licensee is engaged in marketing promotions) to any dwelling unit within three Hundred feet (300 ft.) aerial or underground of the Cable System. Subscribers with dwelling units greater than three Hundred feet (300 ft.) from the Cable System may be charged an additional amount for installation, which amount shall not exceed the actual cost for labor and materials for that portion of the installation which is beyond the first three Hundred (300) feet from the Cable System.

**Section 5.2 --- LINE EXTENSION PROCEDURES**

(a) Any potential Subscriber located in an area of the Town currently without service may request service from Licensee. The Licensee shall extend service to the area immediately, but in no case later than sixty (60) days after all necessary permits are obtained. Licensee shall expeditiously seek all necessary permits.

(b) Licensee shall provide a standard installation for Cable Service(s) to those residents on roads with existing cable plant who have requested such Service(s) within seven (7) business days of the request.

(c) Failure to install within the seven (7) day period without just cause (Force Majeure) or Subscriber fault shall require Licensee to automatically provide the cable installation to the affected Subscriber without charge and at its sole cost and expense, no later than

1 seven (7) days after the initial installation date. Subscribers who have not received the  
2 free installation work as a result of missed appointments shall have reason to petition the  
3 Issuing Authority or its designee for appropriate relief.

4 (d) In arranging appointments for cable installation work, Licensee shall comply with the  
5 requirements of Section 13.3 and shall make reasonable efforts to perform installations at  
6 times convenient to Subscribers, including evening hours and Saturdays.

7 (e) Provided the Licensee has at least forty-five (45) days prior notice concerning the  
8 opening of residential subdivision trenching, or of the installation of conduit for the  
9 location of utilities, it shall install its cable in such trenching or conduits or may seek  
10 permission to utilize alternative trenching or conduits within a comparable time frame.  
11 The Issuing Authority, or its designee, shall exercise reasonable efforts to have the  
12 Planning Board require that developers give timely notice of trenching and underground  
13 construction to the Licensee.

14 Section 5.3 ---COMMERCIAL ESTABLISHMENTS

15 The Licensee shall make Cable Television Service(s) available to any commercial  
16 establishments in the Town, provided that said establishment(s) agree to pay for  
17 installation and monthly subscription costs as established by the Licensee.

**SECTION 6**

**SERVICES AND PROGRAMMING**

**Section 6.1 --- BASIC SERVICE**

(a) The Licensee shall make a Basic Service available to all Subscribers which shall include at least all broadcast television Signals in the Amherst, Massachusetts area which are required to be carried by a Cable Television System or for which the Licensee has obtained retransmission consent, pursuant to statute or regulation and in Licensee's editorial discretion, additional programming which is available to cable television systems for distribution as part of a Basic Service. Basic Service shall include a set top box at no additional cost to the Subscriber, which condition shall obtain both before and after any future change to digital services.

(b) Subject to the further provisions of Section 7.1(b) Licensee shall provide on Basic Service a minimum of three (3) analog channels or the equivalent digital bandwidth for the exclusive, non-commercial PEG access use of the Issuing Authority or its designees.

(c) If at any time an access channel is programmed in excess of 60% of the hours between 6 p.m. and 11 p.m., Monday through Friday, for a continuous period of four (4) weeks with locally produced, non-repeated, PEG access video programming, the Licensee shall provide one (1) additional PEG access analog channel or the equivalent digital bandwidth of one (1) additional PEG access analog channel.

**Section 6.2 --- ADDRESSABILITY**

In order to preserve the security of Licensee's Cable Services, Licensee reserves its right to continue to make Cable Services other than Basic Service available either by addressability or by encryption, for which a converter would be required in order to receive said Cable Services.

**Section 6.3 --- PROGRAMMING**

Licensee shall use its best efforts to provide a wide diversity of alternative programming options to its Subscribers, including, but not limited to, sports programming, public affairs programming, programming devoted to the elderly and children, foreign language and cultural programming appropriate to the Town and optional premium movie programming.

1 Section 6.4 --- RECORDING DEVICE CABLE COMPATIBILITY

2 (a) Licensee shall provide to any Subscriber, upon request, a switch which will allow  
3 Subscribers to record and view any channel capable of being tuned by such Subscriber's  
4 television and/or recording device. Subscribers may install the switch themselves or may  
5 request that Licensee perform the installation for an additional charge.

6 (b) Subject to applicable law or regulation, and to the extent it is technologically feasible,  
7 Licensee shall offer every Subscriber, at uniform prices and regardless of the level of  
8 service taken, the opportunity to lease or purchase from Licensee or to lease or purchase  
9 from others converters or other devices (including, but not limited to, digital converters),  
10 including any associated software, that allow Subscribers to view Licensee's  
11 programming and that allow Subscribers to view a program on one channel while  
12 recording a program on another channel. To the extent permitted by applicable law,  
13 Subscribers shall have the right to attach devices to Licensee's System to allow them to  
14 transmit signals or service to recording devices, receivers, and other terminal equipment,  
15 and to use their own remote control devices and converters, and other similar equipment,  
16 so long as such devices do not interfere with the operation of Licensee's System or the  
17 reception of any cable Subscriber, do not serve to circumvent Licensee's security  
18 procedures, or are not used in any manner to obtain services illegally. Licensee, at no  
19 additional charge and upon request, shall provide information regarding the Cable System  
20 to Subscribers, which may assist them in purchasing and using such devices with  
21 Licensee's System; this shall include technical information about interface parameters  
22 permitting Navigation Devices to operate with Licensee's Digital Cable System, in  
23 compliance with 47 CFR 76.1205.

24 Section 6.5 --- CONTINUITY OF SERVICE

25 It shall be the right of all Subscribers to receive service insofar as their financial and other  
26 obligations to Licensee are honored. In the event that Licensee rebuilds, modifies or  
27 upgrades the Cable Television System, Licensee shall ensure that all Subscribers receive  
28 continuous, uninterrupted service, except for necessary service interruptions. When  
29 necessary service interruptions can be anticipated, Licensee shall notify Subscribers  
30 forty-eight (48) hours in advance.

1 Section 6.6 --- CHANGES IN CABLE TELEVISION TECHNOLOGY

2 (a) For purposes of this section, “relevant cable technology” shall be defined as those  
3 technologies that the Licensee and the Issuing Authority in good faith agree to be  
4 included in cable television license, subject to the Communications Act of 1934 as  
5 amended from time to time.

6 (b) From time to time, Licensee shall review with the Issuing Authority changes in  
7 relevant cable technology (as defined below) that might benefit Licensee's Subscribers.  
8 Such review may take into account the state of the art in relevant cable technology, the  
9 characteristics of the existing system, the benefits to Subscribers of any upgrade in  
10 relevant cable technology, the cost to Subscribers of any such upgrade, the technical  
11 feasibility of upgrading the existing system, the demand for such upgrade or change in  
12 technology, the remaining life of the license over which the cost of such upgrade would  
13 have to be amortized, Licensee’s unamortized investment in the existing system, and  
14 additional factors that the Licensee or the Issuing Authority deem relevant.

15 (c) If, based on such review, and to the extent allowed by applicable law, the Issuing  
16 Authority requests a change in relevant cable technology, the parties shall negotiate in  
17 good faith to amend this License to establish the terms and conditions for an upgrade or  
18 change in relevant cable technology.

19 (d) Nothing in this section shall be deemed to prohibit Licensee from upgrading its  
20 system with any cable television technology at its own discretion.

21 (e) When the Issuing Authority notifies Licensee that either twenty-five percent (25%) of  
22 cable television subscribers in Massachusetts, and/or twenty-five percent (25%) of  
23 municipalities in Massachusetts are verifiably serviced by Cable Systems with Fiber-To-  
24 The-Home technology, then the Issuing Authority and Licensee shall discuss and  
25 negotiate in good faith an upgrade or rebuild of the Amherst Cable System to such  
26 technology.

27 Section 6.7 --- FREE CONNECTIONS AND BASIC SERVICE TO PUBLIC  
28 BUILDINGS

29 (a) For the term of this License, the Licensee shall provide at the Licensee’s sole cost and  
30 expense, one (1) subscriber network Drop, outlet, converter (if necessary) and the  
31 monthly Basic Service and Expanded Basic Service to all public school classrooms in the

1 Amherst-Pelham Regional School District (subject to the provision of Section 6.7(b)  
2 below), police and fire stations, municipal buildings, public libraries, and to all other  
3 buildings specified in Exhibit 1. The Licensee shall verify the location of each  
4 connection, specified in this Section 6.7(a), with the proper officials of each of the  
5 institutions entitled to such free Drop, outlet, converter, and Basic Service prior to  
6 installation. All such single Drops may be converted to multiple Drops with no additional  
7 charge for Basic Service provision by the Licensee.

8 (b) The Licensee shall provide at the Licensee's sole cost and expense, upon written  
9 request, within thirty (30) days, all necessary wire (not excluding hardwire, coax or fiber  
10 optic cable), connectors, amplifiers, splitters and wall plates to enable the Town or  
11 School District(s) to wire any and all rooms within Public Buildings in the Town or under  
12 the supervision of the Amherst-Pelham Regional School District to receive Subscriber  
13 Service. The Licensee shall advise the Town and/or the School(s) and provide assistance  
14 for the proper wiring and installation of said wiring and service to the school classrooms  
15 and shall terminate all wire ends at the Licensee's sole cost and expense.

16 (c) In the event of a renovation or construction of any Town, School or Amherst/Pelham  
17 Regional School District-owned building that is on the I-Net and within 30 days of  
18 written request from the Issuing Authority, Licensee shall supply, at the Licensee's sole  
19 cost, the materials required, inclusive of hardline coaxial cable and/or fiber optic cable,  
20 for the internal and/or external wiring in any open conduits and/or pathways to allow  
21 installation to be performed in a timely manner by other parties.

22 **Section 6.8 --- INTERNET SERVICE TO PUBLIC BUILDINGS**

23 (a) To the extent Licensee offers Internet Access Services to Subscribers, Licensee shall  
24 provide one (1) Internet access account and associated cable modem equipment at the  
25 Licensee's sole cost and expense to each the respective provider of Public, Educational  
26 and/or Government Access to be used for purposes of PEG Access

27 (b) Licensee shall verify the location of each connection, specified in Sections 6.8(a), and  
28 6.8(b) with the proper officials of each of the institutions entitled to such an Internet  
29 connection for PEG Access purposes, prior to installation.



**SECTION 7**

**ACCESS COMMITMENTS AND POLICIES**

**SECTION 7.1 --- GENERAL**

(a) Pursuant to the Cable Act, §611 (a), (b) and (c) and Section 6.1 above, Licensee shall provide one channel for Public Access use, a separate channel for Educational Access use and a separate channel for Government Access use, on the Subscriber Network. Additional Channel(s) designated for PEG use may be available under the guidelines as set forth in SECTION 6.1(c).

(b) In the event that the Cable Operator chooses to apply digital compression to the PEG access channels, the number of channels required for PEG access shall increase to a minimum of eight (8) channels and all eight (8) or these channels shall be capable of stereo audio and shall have sufficient bandwidth and equipment to provide for 1080i HDTV transmission from the access origination points through to the Subscriber Network. In addition to these eight (8) PEG access channels, Licensee shall provide three dedicated Bulletin Board digital channels with digital bandwidth sufficient to support transmission of text overlaying a succession of static or moving images with stereo audio accompaniment.

**SECTION 7.2 --- SUPPORT FOR PEG ACCESS**

(a) Licensee shall provide, as specified in Sections 7.3 and 7.5 below, annual support for PEG access equal to five percent (5%) of Licensee's Gross Annual Revenues, less any License Fees payable to the Town and State. Said annual payment shall be used by the Issuing Authority or its designee(s) for costs and expenses connected with PEG Access Programming and operations.

(b) With respect to support for PEG access, Licensee shall make quarterly payments equal to five percent (5%) of the previous quarter's gross revenues, as follows:

<u>Period Covered</u>	<u>Payment Due Dates</u>
January 1 – March 31	May 15
April 1 – June 30	August 15
July 1-September 30	November 15
October 1 – December 31	February 15

1 The final payment for the period of April 1, 2016 through June 30, 2016 shall be due by  
2 August 15, 2016.

3 (c) The Licensee shall file with each quarterly payment pursuant to this Section 7.2, a  
4 statement certified by a duly authorized financial representative of the Licensee  
5 documenting, in reasonable detail, the total Gross Annual Revenue as defined in Section 1.

6 (d) In no case shall said five percent (5%) payment(s) include or be counted against: (i) the  
7 PEG access Equipment/Capital funding required by Section 7.3 below; (ii) the License Fee  
8 payable to the Issuing Authority pursuant to Section 8.1 below; and/or (iii) any other fees or  
9 payments required by applicable law; provided, however, that said five percent (5%)  
10 payment shall be a Franchise Fee, as defined pursuant to Section 622 (h) of the Cable Act,  
11 and subject to the five percent (5%) federal cap on such Franchise Fees.

12 (e) Consistent with Section 622(h) of the Cable Act, any Person, including a Leased  
13 Access user, who or which distributes any Service over the Cable System for which  
14 charges are assessed to Subscribers but not received by the Licensee, shall pay the  
15 Issuing Authority's designee an amount equal to five percent (5%) of such Person's Gross  
16 Annual Revenues. If the Licensee collects revenues for said Person, then the Licensee  
17 shall collect said five percent (5%) payment on the Gross Annual Revenues of said  
18 Person and shall pay said amounts to the Issuing Authority's designee along with the  
19 Licensee's five percent (5%) percent PEG access payments pursuant to Section 7.2(a)  
20 herein. If the Licensee does not collect the revenues for a Person that distributes any  
21 Service over the System, then the Licensee shall notify any such Person of this five  
22 percent (5%) payment requirement and shall notify the Issuing Authority of such use of  
23 the Cable System by such Person(s).

24 **SECTION 7.3 --- CAPITAL FUNDING FOR ACCESS**

25 (a) Licensee shall provide capital funding for equipment and facilities in the amounts of  
26 \_\_\_\_\_  
27 \_\_\_\_\_

28 **[This Section 7.3 does not include a dollar amount for PEG Access Capital Funding.**  
29 **The Capital Funding/Equipment dollar amounts included with this RFP (See**  
30 **Community Needs Assessment and Recommendations Regarding Cable-Related Needs**  
31 **And Interests For The Town Of Amherst Massachusetts”, including Appendix 8 “Capital**  
32 **Equipment Replacement Proposal For Public Access”) reflects Amherst’s future cable-**  
33 **related community needs and interests. Comcast should include in its proposed**

1 **Renewal License a specific capital amount for PEG Access. If Comcast claims that the**  
2 **capital funding should be less than the amount the Town contends is needed to meet**  
3 **the cable-related needs and interests (for instance if Comcast contends that the capital**  
4 **amount should be less after taking into account the cost of meeting such needs and**  
5 **interests, Comcast's proposal should explain and document the basis for its position.**  
6

7 (b) Equipment purchased by the Town or its designee(s) under the terms of this License  
8 shall be the property of the Town. The Licensee shall not be responsible for the  
9 maintenance, repair or replacement of said equipment.

10 (c) Licensee agrees that all the above-stipulated capital funds represent embedded fees  
11 and shall not pass the capital funds listed in Section 7.2(a) on to Subscribers.

12 (d) In no event shall capital funding for PEG access include or be counted against either the  
13 annual PEG access funding, required by Section 7.2 above, and/or any License Fee  
14 payment, and/or any other fees or payments required by applicable law.

15 (e) Licensee agrees that funds provided under this Section are not Franchise Fees as  
16 defined by Federal law, pursuant to §622(g)(2)(C) of the Cable Act of 1984 as amended  
17 from time to time.

#### 18 SECTION 7.4 --- ACCESS PAYMENTS

19 All payments required pursuant to this Section 7 shall be made by Licensee to the  
20 Designated Access Provider, unless directed to do otherwise in writing by the Issuing  
21 Authority.

#### 22 SECTION 7.5 --- ACCESS CHANNEL MAINTENANCE

23 (a) Licensee shall monitor the PEG access channels for technical quality and shall ensure  
24 that they are maintained at standards commensurate with those which apply to the Cable  
25 System's commercial channels, including any applicable FCC Regulations. Upon request,  
26 Licensee shall make available a copy of performance tests required by the FCC.

27 (b) To keep the lines of responsibility clear, the Designated Access Provider will be  
28 responsible for the quality of the audio/video Signal up to the cable system insertion  
29 equipment. Licensee shall provide, maintain and align all RF/Fiber-Optic/Digital  
30 equipment used to insert, transmit, or distribute PEG access Signals over the Cable  
31 System, Subscriber Network or I-Net, including but not limited to one (1) stereo  
32 modulator (or other appropriate interface device) for each of the designated public,  
33 educational and governmental access channels, for use in connection with cablecasting on

1 those channels; three (3) frequency agile stereo modulators (or other appropriate interface  
2 devices) for use in remote field operations; five (5) frequency agile stereo demodulators  
3 (or other appropriate interface devices) for use in connection with the above remote field  
4 operations; and (d) any additional equipment needed to deliver the signals between the  
5 origination point and the appropriate access cablecast insertion point and between the  
6 cablecast insertion point and the subscriber network.

7 (c) Licensee shall provide for automatic switching on each of the PEG channels so that, if  
8 desired, live field productions can supersede the primary cablecasting Signals without  
9 personnel having to be present at the primary PEG cablecasting site(s) or at the cable  
10 system head end.

11 (d) Licensee agrees that funds utilized to provide the requirements of this Section 7.6 are  
12 not Franchise Fees as defined by Federal law, pursuant to §622(g)(2)(C) of the Cable Act  
13 of 1984.

14 **SECTION 7.6 --- ACCESS INFORMATION FOR SUBSCRIBERS**

15 (a) Licensee shall insert in its monthly billing mailing one (1) page of promotional public,  
16 educational and/or government access announcements or shall print upon its monthly  
17 billing a promotional public, educational and/or government announcement, at least once  
18 every four (4) months; provided, however, that said announcements are delivered to  
19 Licensee in an acceptable form and weight and on a timely basis. Said printed  
20 announcements shall be prepared and printed by the various access entities at their sole  
21 cost and expense.

22 (b) Licensee shall permit the Town or its designee to insert non-commercial PEG access  
23 program or service promotional spots on those channels on which the Licensee sells local  
24 advertising within Hampden, Hampshire and Franklin counties according to the  
25 following stipulations.

26 (1) The Town shall be entitled to a total of fifty-two (52) minutes of local  
27 advertising avails per calendar year between the hours of 6:00 p.m. and 12:00 midnight  
28 for this purpose, provided that the Licensee is utilizing equipment that provides the  
29 capability of doing specific day-part advertising. If the Licensee is not utilizing  
30 equipment that provides advertising commercial insertion on a day-part schedule basis,

1 PEG access promotional spots will be run on a run of schedule basis for a consecutive  
2 seven (7) day period.

3 (2) The Town or its designee shall provide spots in a format determined and  
4 required by the Licensee, which will be consistent with the Licensee's commercial  
5 announcements being used at that time.

6 (3) If the Town or its designee(s) desires to utilize local advertising Avails in  
7 excess of fifty-two (52) minutes per year, the Town or its designee(s) shall pay to the  
8 Licensee the standard rate being charted to non-profit advertisers at that time.

9 (c) Licensee agrees that any funds necessary to be expended to provide for the  
10 stipulations of this SECTION 7.6 are not license fees as defined by Federal law, pursuant  
11 to §622(g)(2)(C) of the Cable Act of 1984 as amended from time to time.

12 SECTION 7.7 --- EMERGENCY PROCEDURES

13 Licensee shall provide and keep current emergency after hours picture quality problem  
14 resolution procedures for the Designated Access Provider. The current procedures are  
15 attached as Exhibit \_.

16 SECTION 7.8 --- CHANGE IN DESIGNATED ACCESS PROVIDER LOCATION OR  
17 PRIMARY CABLECASTING LOCATIONS

18 (a) In the event that (1) the Designated Access Provider moves from its current location  
19 on College Street to a new location or (2) any PEG access channel's primary cablecasting  
20 site moves to a new location, Licensee shall provide, install and make ready and  
21 operational, including all necessary wiring and installation to up to three (3) locations to  
22 enable the cablecasting Signals for any such channel to be transferred to the head end and  
23 from there onto the Subscriber Network,.

24 (b) Licensee agrees that any funds necessary to be expended to provide for the  
25 stipulations of this SECTION 7.8 are not Franchise Fees as defined by Federal law,  
26 pursuant to §622(g)(2)(C) of the Cable Act of 1984 as amended from time to time.

27 SECTION 7.9 --- CHANGES IN PEG ACCESS CHANNEL ASSIGNMENT

28 (a) While the Licensee retains sole discretion for channel placement, the Licensee shall  
29 attempt to minimize the number of access channel assignment changes. The Licensee  
30 shall not move or otherwise relocate the channel locations of the PEG access Channels  
31 without the advance, written notice to the Issuing Authority and the Designated PEG

1 access Provider. If Licensee elects to change the channel designation of any Access  
2 channel, the Licensee shall promptly reimburse the Town and/or the Designated Access  
3 Provider(s), as applicable, for any and all costs associated with the channel change  
4 including, but not limited to, changes to stationary, business cards, logos, promotional  
5 materials and items, signs, banners, and brochures. The Licensee shall also provide a  
6 minimum of thirty (30) day written notification to all Subscribers of such channel  
7 relocation.

8 (b) Licensee agrees that any funds necessary to be expended to provide for the  
9 stipulations of this SECTION 7.9 are not Franchise Fees as defined by Federal law,  
10 pursuant to §622(g)(2)(C) of the Cable Act of 1984.

11 SECTION 7.10 --- TRANSITION TO DIGITAL PEG

12 The PEG Channels whether delivered as analog or digital service must be receivable by  
13 Subscribers without special expense, other than the expense required to receive the  
14 lowest cost tier of Cable Service. Licensee shall be required to deliver PEG Channels to  
15 Subscribers in an analog format unless and until all other channels on the system are  
16 delivered in a digital format. PEG access channels shall be cablecast to Subscriber in both  
17 analog and digital format when seventy-five percent (75%) or more of the analog  
18 commercial Programming channels have been converted to digital format transmission.  
19 The Licensee shall be responsible for all costs associated with delivering PEG Channels  
20 to Subscribers in digital format. Any digital capacity provided for PEG must be of a type  
21 and quality comparable to that provided for commercial channels and in compliance with  
22 any applicable FCC Regulations. Digital PEG Channels shall be receivable in the home  
23 of any Subscriber using a digital television set and/or digital converter compatible with  
24 those used by Licensee, with a picture quality equivalent to comparable commercial  
25 video programming channels delivered by Licensee.

26 SECTION 7.11 --- PEG ON DEMAND

27 (a) No later than December 31, 2006, the Licensee shall provide the Issuing Authority  
28 and/or its designee(s) with PEG access capacity for Video Programming that may be  
29 accessed by Subscribers through use of standard digital equipment compatible with the  
30 Cable System using the Licensee's "on demand" capabilities. The PEG access  
31 Programming shall be as accessible as commercial Programming to Subscribers on all

relevant parameters, including menu access, but not including storage capacity. The Licensee shall provide storage capacity of twenty (20) hours of on-demand PEG access Programming at any given time. The Licensee shall provide the Town and/or its designees the means for conveniently and timely programming the Licensee's servers from the PEG access studio either directly or through the Licensee's personnel or agents. The Issuing Authority and/or its designee(s) shall manage what specific Access Programming is loaded in the allocated storage capacity. The Issuing Authority and the Licensee may by mutual agreement arrange for additional capacity on terms to be determined at the time of such agreement.

(b) If the Town and/or its designee(s) wishes to store additional PEG access Programming on its own servers or facilities, the Licensee shall cooperate with the Issuing Authority and/or its designee(s) in making such additional PEG access Programming available through the same on-demand methods. Within thirty (30) days after providing such capability, the Licensee shall provide the Issuing Authority and/or its designees with an encoder that may be used to digitize PEG access Programming for use in this on-demand arrangement.

#### Section 7.12 --- LATE PAYMENT

In the event that any fee or payment required in this Article 7 is not tendered on or before the dates fixed, interest due on such fee shall accrue from the date due at the rate of two percent (2%) above the prime at the Bank of America in Boston or its successor.

#### Section 7.13 --- PEG ACCESS COSTS

There shall be no charges by the Licensee to the Town, its designee(s), and/or PEG access Users for use of the PEG access Channels.

#### Section 7.14 --- PEG SCHEDULE ON ELECTRONIC PROGRAM GUIDES

Licensee shall provide a means by which the Designated Access Provider may submit the schedule for the PEG channels for inclusion on each of the electronic program guides provided to Subscribers on each tier of programming. It shall be the responsibility of the Designated Access Provider to format the schedule information in accordance with guidelines set by the Licensee.

**SECTION 8**

**LICENSE FEES**

**Section 8.1 --- LICENSE FEE ENTITLEMENT**

In order to facilitate the Issuing Authority's regulation of cable television and in accordance with MGL c.166A, §9, Licensee shall, on March 15th of each year, submit a license fee to the Issuing Authority equal to fifty cents (\$.50) per Subscriber per year, or such other amount as may in the future be required pursuant to State and Federal law(s). The number of Subscribers, for purposes of this section, shall be calculated on the last day of each year.

**Section 8.2 --- LATE PAYMENT**

In the event that the fees herein required are not tendered on or before the dates fixed in Section 8.1 above, interest due on such fee shall accrue from the date due at the rate of two percent (2%) above the prime rate, at the Bank of America in Boston or its successor.

**Section 8.3 --- RECOMPUTATION**

Tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Town of Amherst may have for additional sums including interest payable under this Section 8.3. All amounts paid shall be subject to audit and recomputation by the Town and shall occur in no event later than the applicable statute of limitations after the payment(s) are tendered with respect to such year. If, after audit and recomputation, an additional fee is owed to the Town, such fee shall be paid within thirty (30) days after audit and recomputation. The interest on such additional fee shall be charged from the due date at the rate of two percent (2%) above the prime rate at the Bank of America in Boston or its successor during the period that such additional amount is owed.

**Section 8.4 --- TAXES**

(a) The Licensee Fee shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which the Licensee and/or any Affiliated Person shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee which shall be a separate and distinct obligation of the Licensee and each Affiliated Person. The



1 Licensee herein agrees that no such taxes, fees or charges shall be used as offsets or  
2 credits against the License Fee, except as permitted by applicable law.

3 (b) In accordance with Section 622(h) of the Cable Act, nothing shall preclude the  
4 authority of the Issuing Authority to impose a tax, fee or other assessment of any kind on  
5 any Person (other than the Licensee) with respect to Cable Service or Service provided by  
6 such Person over the Cable System for which charges are assessed to Subscribers but not  
7 received by the Licensee.

8 Section 8.5 --- USE OF SYSTEM BY AFFILIATES

9 Use of the Cable System by Affiliates shall be in compliance with applicable State and/or  
10 federal laws, and shall not detract from Cable Services provided to the Town.

**SECTION 9**

**RATES AND CHARGES**

**Section 9.1 --- MONTHLY RATES AND INSTALLATION CHARGES**

Licensee shall comply with all applicable federal and stated laws and regulations regarding rates and charges, including applicable rate regulations of the Federal Communications Commission and the Massachusetts Cable Television Division.

**Section 9.2 --- NOTIFICATION**

(a) Licensee shall file with the Issuing Authority schedules which shall describe all Services offered by Licensee, all rates and charges of any kind, and all terms or conditions relating thereto. Thereafter, Licensee shall file with the Issuing Authority all changes in Services, all rates and charges of any kind, and all terms and conditions relating thereto thirty (30) days prior to all such changes unless otherwise provided by law.

(b) Licensee shall notify Subscribers of any impending rate increases no later than thirty (30) days prior to such increase and provide each Subscriber with a schedule describing existing and proposed rates for each service offered. At the time of initial solicitation of service, Licensee shall also provide each Subscriber with a detailed explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate cable service. Subscribers shall have at least thirty (30) days from receipt of notification of any rate increase to either downgrade service or terminate service altogether without any charge. Once a Subscriber has requested a downgrade in service, within the thirty (30) day period, Licensee shall commence billing said Subscriber at the new rate within said thirty (30) day period, regardless of whether Licensee actually changes the level of service within that time period.

(c) All filings and copies of Subscriber notifications shall be filed with the Issuing Authority both on paper and electronically.

**Section 9.3 --- PUBLICATION**

All rates for Subscriber services and leasing of channels shall be published. A written schedule of all rates shall be available upon request during business hours at Licensee's local Service Center. Nothing in this Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the

1 purpose of attracting Subscribers, or the establishment of charges and rate schedules that  
2 may vary with volume or nature of usage or programs.

3 Section 9.4 --- CREDIT FOR SERVICE INTERRUPTION

4 In the event that Licensee's service to any Subscriber is interrupted for twenty-four (24)  
5 or more consecutive hours, Licensee shall, upon timely notification, grant expeditiously  
6 such Subscriber a pro-rata credit.

7 Section 9. 5 --- NON-DISCRIMINATORY RATES

8 All of the Licensee's rates, charges and prices for Subscriber services shall be non-  
9 discriminatory. Nothing in the Renewal License shall be construed to prohibit the reduction  
10 or waiver of charges in conjunction with promotional campaigns for the purpose of  
11 attracting or maintaining Subscribers as long as said reduction or waiver is offered to all  
12 similarly situated persons and Subscribers within the Town.

13 Section 9.6. --- FRANCHISE RELATED COSTS - EXTERNALIZING, LINE-  
14 ITEMING AND PASSING-THROUGH

15 (a) In the event that applicable state and/or federal laws and/or regulations allow the  
16 Licensee to externalize, line-item and/or otherwise pass-through any franchise related  
17 costs, the Licensee may only do so in compliance with said laws and/or regulations.

18 (b) If requested to do so by the Issuing Authority, the Licensee shall provide a written  
19 explanation of any externalized, line-itemed and/or passed-through PEG access costs, in  
20 sufficient detail to enable the Issuing Authority to understand how such costs have been  
21 externalized, line-itemed and/or passed-through as allowed or required by applicable  
22 law(s). Unless agreed to otherwise, the Licensee shall provide said explanation to the  
23 Issuing Authority, in writing, within thirty (30) days of a request to do so by the Issuing  
24 Authority.

**SECTION 10**

**INSURANCE AND BONDS**

**Section 10.1 --- INSURANCE**

At all times during the term of the Renewal License, including the time for removal of facilities provided for herein, the Licensee shall obtain, pay all premiums for, and file with the Issuing Authority, on an annual basis, copies of the certificates of insurance for the following policies:

(a) A commercial general liability policy, written on an occurrence basis, naming the Town, its officers, boards, commissions, committees, agents and employees additional insureds on all claims on account of injury to or death of a person or persons occasioned by the construction, installation, maintenance, operation or removal of the Cable System or alleged to have been so occasioned, with a minimum liability of Three Million Dollars (\$3,000,000.00). The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability, independent contractor's liability, coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

(b) A property damage insurance policy, written on an occurrence basis, naming the Town, its officers, boards, commissions, committees, agent and employees as additional insureds and save them harmless from any and all claims of property damage, real or personal, occasioned or alleged to have been so occasioned by the construction, installation, maintenance, operation or removal of the Cable Television System, with a minimum liability of Two Million Dollars (\$2,000,000.00).

(c) Automobile liability insurance for owned automobiles and trucks, non-owned automobiles and trucks and/or rented automobiles and trucks in the amount of:

(i) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death per occurrence;

(ii) One Million Dollars (\$1,000,000.00) for property damage per occurrence.

(d) Workers Compensation in the minimum amount of the statutory limit.

1 (e) The Licensee shall carry excess liability, written on an occurrence basis, in the  
2 minimum amount of Five Million Dollars (\$5,000,000.00) umbrella form over all other  
3 insurance required by this Section 9.1.

4 (f) The above insurance policies shall also be subject to the following requirements:

5 (1) Insurance coverage for the Licensee's Comprehensive General Liability shall be  
6 written by one and the same insurance company to avoid the expense of duplicate and/or  
7 overlapping coverage and to facilitate and expedite the settlement of claims. Said  
8 insurance company shall be licensed to provide said insurance in the Commonwealth of  
9 Massachusetts.

10 (2) Certificates of Insurance reasonably acceptable to the Town shall be addressed to  
11 and filed with the Town prior to the Effective Date of this Renewal License. Renewal  
12 certificates shall be addressed to and filed with the Town at least twenty (20) days prior  
13 to the expiration date of required policies.

14 (3) No insurance coverage shall be subject to cancellation or amendment without at  
15 least thirty (30) days prior written notice forwarded by registered or certified mail to the  
16 Town. The Town shall also be notified of the attachment of any restrictive amendments  
17 to the policies

18 (4) All Certificates of Insurance shall contain true transcripts from the policies,  
19 authenticated by the proper officer of the insurer, evidencing in particular those insured,  
20 the extent of the coverage, the location and operations to which the insurance applies, the  
21 expiration date and the above-mentioned notice clauses.

22 (5) The above policies shall name the Town as an additional insured as its interests  
23 may appear.

24 (6) Such insurance shall be primary with respect to any insurance maintained by the  
25 Town and shall not call on the Town's insurance for contributions.

26 (7) The coverage amounts set forth above may be met by a combination of underlying  
27 and umbrella policies so long as in combination the limits equal or exceed those required  
28 herein.

29 (8) The Licensee's failure to obtain, to procure or maintain the required insurance shall  
30 constitute a material breach of the Renewal License under which the Town may  
31 immediately suspend operations under the Renewal License.

1 (9)The Licensee shall require that every one of its contractors and their subcontractors  
2 are covered by the Licensee's insurance as required herein or, in the alternative, carry in full  
3 force and effect, the same insurance in the same minimum amounts as required herein.

4 (10) The Licensee shall be responsible for all deductibles.

5 (11) Neither the requirement for insurance, nor the existence of insurance by the  
6 Licensee, shall diminish the Licensee's indemnification/hold harmless obligations pursuant  
7 to Section 10.3 below.

8 Section 10.2 --- PERFORMANCE BOND

9 (a) Licensee shall maintain at its sole cost and expense throughout the term of this  
10 Renewal License a faithful performance bond running to the Town, with good and  
11 sufficient corporate surety licensed to do business in the Commonwealth of  
12 Massachusetts and approved in advance in writing by the Issuing Authority, in the sum of  
13 One Hundred Thousand Dollars (\$100,000.00). Said bond shall be conditioned upon the  
14 faithful performance and discharge of all of the obligations imposed by this Renewal  
15 License.

16 (b) The performance bond shall be effective throughout the term of this Renewal License  
17 and shall be conditioned that in the event that Licensee shall fail to comply with any one  
18 or more provisions of this Renewal License, or to comply with any order, permit or  
19 direction of any department, agency, commission, board, or to pay any claims, liens or  
20 taxes due the Town which arise by removal of the Cable Television System, the Town  
21 shall absolutely and without objection of Licensee, recover from the surety of such bond  
22 all damages suffered by the Town as a result thereof, within thirty (30) days after a  
23 written request for same. Said condition shall be a continuing obligation of this Renewal  
24 License, and thereafter until Licensee has liquidated all of its obligations to the Town that  
25 may have arisen from the grant of this Renewal License or from the exercise of any  
26 privilege therein granted. In the event that the Town recovers from said surety, Licensee  
27 shall take immediate steps to reinstate the performance bond to the amount of One  
28 Hundred Thousand Dollars (\$100,000.00). If, at any time during the term of this Renewal  
29 License, the condition of the surety shall change in such manner as to render the bond  
30 unsatisfactory to the Town Counsel, Licensee shall replace such bond by a bond of like  
31 amount and similarly conditioned, issued by a surety satisfactory to the Town Counsel.

(c) Licensee shall submit to the Issuing Authority, on an annual basis, copies of all up-to-date certificates concerning the performance bond as required herein.

Section 10.3 --- INDEMNIFICATION

(a) The Licensee shall, at its sole cost and expense, indemnify, hold harmless, and faithfully defend (if requested by the Issuing Authority) the Town, its officials, boards, commissions, committees, agents and/or employees against all claims, suits, causes of action, proceedings, judgment, damages, liabilities, costs and expenses, whether arising in law or in equity, arising out of or relating to: (i) this Renewal License, (ii) the construction, installation, operation, maintenance or removal of the Cable System by the Licensee, its officers, employees or agents, or (iii) the acts or omissions of the Licensee, its officers, employees or agents, including by way of example, but not limitation, damages, injuries (personal or otherwise) or death to any persons or damage to real or personal property, regardless of whether or not it is caused in part by a party indemnified hereunder. Indemnified expenses shall include, without limitation, all out-of-pocket expenses, such as attorneys' fees, including the reasonable value of any services rendered by the Town Counsel.

(b) The Town must:

(i) Notify Licensee of any claim or legal proceeding which gives rise to such right;

(ii) Afford Licensee the opportunity to participate in and fully control any compromise, settlement or other resolution or disposition of such claim or proceeding, unless, however, the Town, in its sole discretion, determines that its interests cannot be represented in good faith by Licensee; and

(iii) Fully cooperate with the reasonable requests of Licensee in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to subparagraph ii above.

(c) The Licensee shall be responsible for all damage or injury to property of any character resulting from any act, omission, neglect, or misconduct in the manner or method of executing this Renewal License or due to the non-execution of its obligations or at any time due to defective work or materials.

(d) The indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by

1 or for the Licensee or any Subcontractor under Workmen's Compensation Acts, disability  
2 benefit acts or other employee benefit acts.

3 Section 10.4 --- NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE  
4 OF INSURANCE OR BONDS

5 The insurance policies and bonds required herein shall contain an endorsement stating  
6 that the policies are intended to cover the liability assumed by Licensee under the terms  
7 of this Renewal License and shall contain the following endorsement:

8 It is hereby understood and agreed that this policy must not be canceled,  
9 materially changed or the amount of coverage thereof reduced until thirty (30)  
10 days after receipt by the Town counsel of the Town of Amherst, Massachusetts,  
11 by registered mail of one (1) copy of a written notice of such intent to cancel,  
12 materially change or reduce the coverage.

13 If Licensee fails to maintain the insurance policies required herein, the Issuing Authority  
14 shall have the option to obtain said policies and pay for same from the performance bond.



**SECTION 11**

**ADMINISTRATION AND REGULATION**

**Section 11.1 --- OFFICE OF TOWN MANAGER**

The Office of Town Manager, operating under the direction of the Issuing Authority, shall be responsible for the day to day regulation of the Cable Television System. The Office of the Town Manager will monitor and enforce Licensee's compliance with the terms and conditions of this Renewal License. The Office of the Town Manager shall notify Licensee in writing of any instance of non-compliance and shall direct that such non-compliance be corrected within thirty (30) days to the reasonable satisfaction of the Issuing Authority, unless a longer period is specified herein, or is mutually agreed upon by the Issuing Authority and Licensee.

**Section 11.2 --- PERFORMANCE EVALUATION PROCEEDINGS**

a) The Issuing Authority may, at its discretion, initiate a performance evaluation proceeding within thirty (30) days of each anniversary of the Effective Date of this Renewal License. The purpose of a performance evaluation proceeding shall be , among other things, to review Licensee's compliance with the terms and conditions of this Renewal License, to review current technological developments in the cable television field and to hear comments, suggestions or complaints from the public. The Issuing Authority shall have the right to question Licensee on any aspect concerning the construction, upgrade, installation, operation or maintenance of the Cable Television System. During review and evaluation by the Issuing Authority, Licensee shall fully cooperate with the Issuing Authority or its designee(s), and produce such documents or other materials as are reasonably requested by the Town.

b) Within thirty (30) days after the conclusion of such review proceeding(s), the Issuing Authority may issue a written report with respect to the adequacy of Cable System performance, quality of service and compliance with provisions of this Renewal License. If inadequacies are found which result in a violation of any of the provisions of this Renewal License, the Licensee shall be informed of same pursuant to Section 12.1 below.

**Section 11.3 --- NONDISCRIMINATION**

Except as otherwise specifically provided in this License, Licensee shall not discriminate against any person in its solicitation, services or access activities, if applicable, on the

1 basis of race, color, creed, religion, ancestry, national origin, geographical location within  
2 the Town (subject to the provisions of Section 5 herein), sex, affectional preference,  
3 disability, age, marital status, or status with regard to public assistance. Licensee shall be  
4 subject to all other requirements of federal, state or existing local laws, regulations, and  
5 all executive and administrative orders relating to nondiscrimination through the term of  
6 this Renewal License.

7 Section 11.4 --- SUBSCRIBER AND USER COMPLAINTS

8 Licensee shall keep Division Form 500 on file in its local Service Center for a minimum  
9 of three (3) years. The Issuing Authority or its designee shall have the right to examine,  
10 review and copy said form at its own expense during Licensee's business hours upon  
11 reasonable notice. Licensee shall also submit said forms(s) for each Performance  
12 Evaluation hearing, at the request of the Issuing Authority.

13 Section 11.5 --- JURISDICTION

14 Jurisdiction and venue over any dispute, action or suit shall be in any court of appropriate  
15 subject matter jurisdiction located in the Commonwealth of Massachusetts, County of  
16 Hampshire, and the parties by this instrument subject themselves to the personal  
17 jurisdiction of said court for the entry of any such judgment and for the resolution of any,  
18 dispute, action, or suit; provided, however, that nothing herein shall preclude either party  
19 from bringing an action before the Federal District Court for Massachusetts, Western  
20 Division, to the extent that such court may have jurisdiction.

21 Section 11.6--- RIGHT TO PURCHASE

22 In the event of revocation of this Renewal License, or non-renewal, or foreclosure or  
23 other judicial sale of the Cable System, the Town shall have the right of first refusal to  
24 purchase the Cable Television System, unless prohibited by applicable law.

**SECTION 12**

**DETERMINATION OF BREACH, LIQUIDATED DAMAGES, LICENSE**

**REVOCATION**

**Section 12.1 DETERMINATION OF BREACH**

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of this Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

a) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position; or

b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, the default cannot be cured within such thirty (30) day period, to take reasonable steps to cure the default and diligently continue such efforts until the default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at fourteen (14) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

In the event that the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period or the Issuing Authority is not satisfied with the Licensee's explanation or efforts to cure, the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence, question through the Chair, and be heard at such public hearing. Within thirty (30) days after said public hearing, the Issuing Authority shall provide written determination whether or not the Licensee is in default of any provision of the Renewal License. In the event that the Issuing Authority, after such hearings, determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

(1) seek specific performance of any provision in this Renewal License which reasonably lends itself to such remedy as an alternative to damages;

(2) assess liquidated damages in accordance with the schedule set forth in Section 12.2 below;

(3) commence an action at law for monetary damages;

(4) foreclose on all or any appropriate part of the Performance Bond pursuant to Section 10.2 herein;

(5) declare the Renewal License to be revoked subject to Section 12.3 below and applicable law; and/or

(6) invoke any other lawful remedy available to the Town.

Any appeal to an administrative agency of appropriate jurisdiction or court of competent jurisdiction by the Licensee of a decision of the Issuing Authority to assess damages or charge the Performance Bond shall not result in a stay, automatic, mandatory or otherwise, of the Issuing Authority's right to so assess damages or change the Performance Bond.

#### Section 12.2 LIQUIDATED DAMAGES

(a) For the violation of any of the following provisions of this Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to Section 12.1 above. Any such liquidated damages shall be assessed as of the date that the Licensee receives written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default.

(i) For failure, subject to the provisions of Sections 3.1 and 3.2 hereof, to construct, upgrade, install, fully activate, operate, program and/or maintain the Cable Television System or I-Net, the sum of Five Hundred Dollars (\$500.00) per day for each calendar day that such Cable System rebuild or I-Net has not been fully constructed, installed, activated, energized, and maintained in accordance with the respective Section. Said damages to be effective as of the first day after the end of the construction period or such extension granted by the Issuing Authority.

(ii) For failure to provide, install and/or fully activate the Subscriber Network and/or I-Net and/or Internet Drops and/or Outlets in accordance with Sections 3.2, 6.7 and 6.8 herein: fifty Dollars (\$50.00) per day that any of such Drops and/or Outlets are not provided, installed and/or activated as required.

1 (iii) For failure to extend service in accordance with Section 5 above: Four Hundred  
2 Dollars (\$400.00) per day for each day the violation continues.

3 (iv) For violation of any of the customer service standards as specified in Section 13  
4 below: Two Hundred Dollars (\$200.00) per violation per day for each day the violation  
5 continues.

6 (v) For failure to operate and maintain the Subscriber system or the I-Net system in  
7 accordance with applicable FCC technical standards: Three Hundred Dollars (\$300.00)  
8 per violation per day for each day the violation continues.

9 (vi) For failure to comply with the transfer provisions, detailed in Section 2.3 above:  
10 Five Hundred Dollars (\$500.00) per day from the date of any such transfer.

11 (vii) For failure to comply with the public, educational and governmental access  
12 provisions in accordance with Section 7 herein: Five Hundred Dollars (\$500.00) per day,  
13 for each day that any such noncompliance continues.

14 (viii) For failure to maintain the required insurance coverage as specified in Section  
15 10.1 above: One Hundred Dollars (\$100.00) per day for each day the violation continues.

16 (ix) For failure to maintain the performance bond as specified in Section 10.2 above:  
17 Three Hundred Dollars (\$300.00) per day for each day the violation continues.

18 (x) For failure to open and/or operate the local business office in the Town of  
19 Amherst in accordance with Section 13.1 herein: One Hundred Fifty Dollars (\$150.00) per  
20 day, for each day that such payment center is not open and/or operating as required.

21 (xi) For repeated, willful or continuing failure to submit reports, maintain records,  
22 provide documents or information: One Hundred Dollars (\$100.00) per day for each day  
23 the violation continues.

24 (xii) For failure to file schedules and notice of any changes thereto describing the  
25 rates and charges and terms and conditions of services offered by the Licensee, at least  
26 thirty (30) days prior to the effective date of any such schedule change or other change  
27 thereto, pursuant to Section 9.3 herein, one Hundred Dollars (\$100.00) per day that such  
28 non-compliance continues.

29 (b) In addition to and without limiting the damages specified in 12.2(a), the Issuing  
30 Authority reserves the right to seek any actual damages, or Two Hundred Fifty Dollars

1 (\$250.00) per violation per day, in the event that the Licensee violates any material  
2 provisions of this Renewal License other than those referred to in 12.2(a).

3 (c) Such liquidated damages shall be in addition to, and not a limitation upon, any other  
4 provisions of this Renewal License and applicable law, including revocation, or any other  
5 statutorily or judicially imposed penalties or remedies.

6 (d) Each of the above-mentioned cases of non-compliance shall result in damage to the  
7 Town, its residents, businesses and institutions, compensation for which will be difficult to  
8 ascertain. The Licensee agrees that the liquidated damages in the amounts set forth above  
9 are fair and reasonable compensation for such damage. The Licensee agrees that the  
10 foregoing amounts are liquidated damages, not a penalty or forfeiture, and are within one  
11 or more exclusions to the term “franchise fee” provided by Section 622(g)(2)(A)-(D) of  
12 the Cable Act.

13 Section 12.3 --- REVOCATION OF THE RENEWAL LICENSE

14 To the extent permitted by applicable law and subject to the provisions of Section 12.1  
15 above, in the event that the Licensee fails to comply with any material provision of the  
16 Renewal License, the Issuing Authority may revoke the Renewal License granted herein.

17 Section 12.4 --- TERMINATION

18 The termination of the Renewal License and the Licensee’s rights herein shall become  
19 effective upon the earliest to occur of: (i) the revocation of the Renewal License by action  
20 of the Issuing Authority, pursuant to Section 12.3 above; (ii) the abandonment of the  
21 Cable System, in whole or material part, by the Licensee without the express, prior  
22 approval of the Issuing Authority; or (iii) the expiration of the term of the Renewal  
23 License. In the event of any termination, the Town shall have all of the rights provided in  
24 the Renewal License and applicable law.

25 Section 12.5 --- NOTICE OF LEGAL ACTION

26 In the event that the Town or Licensee has reason to believe that the other party has  
27 acted, or has failed to act, in such a manner as to give rise to a claim, in law or equity,  
28 against the other party, and either the Town or the Licensee intends to take legal action,  
29 said party shall, unless, in good faith, time and events do not allow for such a period, (i)  
30 give the other party at twenty (20) days written notice, that an action will be filed, (ii)

1 meet with the other party before filing any such action, and (iii) negotiate the issue,  
2 which is the subject of any proposed legal action, in good faith with the other party.

3 Section 12.6 --- NO WAIVER - CUMULATIVE REMEDIES

4 (a) No decision by the Town or its Issuing Authority to invoke any remedy under this  
5 Renewal License or under any statute, regulation, law, or bylaw, shall preclude the  
6 availability of any other such remedy.

7 (b) Subject to Section 626(d) of the Cable Act with respect to renewal of the cable  
8 franchise, no failure on the part of the Town to exercise, and no delay in exercising, any  
9 right in the Renewal License shall operate as a waiver thereof, nor shall any single or  
10 partial exercise of any such right preclude any other right, all subject to the conditions  
11 and limitations contained in the Renewal License.

12 (c) The rights and remedies provided herein are cumulative and not exclusive of any  
13 remedies provided by law, and nothing contained in the Renewal License shall impair  
14 any of the rights of the Town under applicable law, subject in each case to the terms and  
15 conditions in the Renewal License.

16 (d) A waiver of any right or remedy by the Town at any one time shall not affect the  
17 exercise of such right or remedy or any other right or remedy by the Town at any other  
18 time. In order for any waiver of the Town to be effective, it shall be in writing. The  
19 failure of the Town to take any action in the event of any breach by the Licensee shall not  
20 be deemed or construed to constitute a waiver of or otherwise affect the right of the Town  
21 to take any action permitted by the Renewal License at any other time in the event that  
22 such breach has not been cured, or with respect to any other breach by the Licensee.

23

**SECTION 13**

**SUBSCRIBER RIGHTS AND CONSUMER PROTECTION**

References to local, state or federal laws or regulations in the following shall be interpreted to include any subsequent additions, changes or amendments to said laws or regulations.

**Section 13.1 --- LOCAL BUSINESS OFFICE**

Licensee shall maintain and operate within the Town a Service Center that is handicapped accessible and located near a stop on a bus route. The Service Center shall be open for walk-in business from 9:00 a.m. to 5:00 p.m. Monday through Friday, except from 9:00 a.m. to 6:00 p.m. on Thursday, excluding legal holidays, and shall be fully staffed on-site with customer service representatives offering at a minimum the following services to Subscribers: bill payment (including the ability to provide change and Subscriber receipts), equipment exchange, processing of change of service requests, and response to Subscriber inquiries and requests. In the event there is necessity for additional office hours, Licensee agrees to discuss such needs with the Issuing Authority. Licensee shall post a sign at the service center advising Subscribers of its hours of operation and of the address and telephone number to contact the Licensee if the service center is not open. Licensee shall provide all Subscribers or commercial users with at least thirty (30) days prior written notice of a change in business office hours.

**Section 13.2 --- CUSTOMER SERVICE TELEPHONE**

Licensee shall provide Subscribers with a toll-free number to access company employees or answering service 24 hours per day, 7 days per week. Licensee's telephone response system shall be usable with state-of-the-art telecommunications devices for the hearing impaired.

**Section 13.3 --- CUSTOMER SERVICE**

(a) Licensee shall comply with the FCC Customer Service Regulations (47 CFR 76.309) in all respects. In addition, the Licensee shall provide the customer service information detailed in Exhibit 2.

(b) Licensee shall ensure that flexible hours are available to Subscribers for service and installation visits, including two-hour time periods offered for such visits between 8 a.m. and 7 p.m., Monday through Saturday.



1 (c) Licensee shall have technical staff on duty 24 hours per day 7 days per week to  
2 address system and/or Subscriber problems.

3 (d) Licensee shall provide free exchanges of faulty converters at the Subscriber's address.

4 Section 13.4 --- SUBSCRIBER SOLICITATION PROCEDURES

5 Licensee shall provide all prospective Subscribers with complete, clear and concise  
6 information, in writing and prior to or at the time of installation of cable service(s),  
7 annually, and at any time upon customer request, the information specified in Exhibit 2.

8 Section 13.5 --- SUBSCRIBER SERVICE PROCEDURES AND NOTICE

9 Licensee shall respond to all requests for service by making a service call at the  
10 Subscriber's residence within two (2) business days of receiving such request. Licensee  
11 shall respond to all requests for installation or disconnection within seven (7) business  
12 days of such requests, or at such other time as is mutually agreed upon by Licensee and  
13 Subscriber; provided, however, that these requirements shall be deemed directory rather  
14 than mandatory during the months of September and October. Licensee's policy shall be  
15 to give service calls priority over installation calls.

16 Section 13.6 --- SUBSCRIBER SALES STANDARDS

17 Licensee shall, in soliciting prospective Subscribers for cable service(s), provide full and  
18 complete information concerning its available cable services and shall, upon request,  
19 provide the following:

20 (a) A description of each level of service in detail.

21 (b) A description of the benefits offered by each level of service, such as the number  
22 of channels, programming and exact price.

23 (c) A description of all premium services and prices therefor.

24 (d) A description of the lowest cost service in an objective manner.

25 (e) A description of billing procedures and policies.

26 (f) A summary for the prospective Subscriber what the total bill could be expected to  
27 be.

28 (g) Information regarding Subscriber privacy as detailed in Section 13.13 of this  
29 document.

1 Section 13.7 --- BILLING DISPUTE PROCEDURES

2 In the event that a billing dispute arises, Licensee will resolve said dispute pursuant to  
3 regulations adopted by the Massachusetts Cable Television Commission as outlined in  
4 207 CMR 10.08. Billing disputes must be submitted in writing to enact the time periods  
5 set forth.

6 Section 13.8 --- DISCONNECTION AND TERMINATION OF CABLE SERVICE

7 (a) License shall only disconnect and/or terminate a Subscriber's cable service(s) upon a  
8 showing of good and just cause. In no event shall Licensee disconnect said cable service  
9 for nonpayment without the prior written notification to the affected Subscriber at least  
10 eight (8) business days prior to such disconnection or termination as outlined by the  
11 Massachusetts Cable Television Commission in 207 CMR 10.06.

12 (b) Pursuant to Section 13.7 above, said period shall in no case commence during the  
13 billing dispute resolution period.

14 (c) Upon the issuance of said eight (8) business day disconnection or termination notice  
15 above, Licensee shall, at the request of the Issuing Authority or its designee, meet with  
16 the Issuing Authority or designee and the Subscriber to negotiate, in good faith, a  
17 resolution to the billing dispute.

18 Section 13.9 --- EMPLOYEE IDENTIFICATION CARDS

19 All of Licensee's employees entering upon private property, including repair and sales  
20 personnel, shall be required to wear an employee identification card issued by Licensee  
21 and bearing a picture of said employee. Employees entering upon private property shall  
22 be required to wear said identification card in a conspicuous place easily seen by  
23 Subscribers.

24 Section 13.10 --- PRO-RATED SERVICE

25 In the event that a Subscriber service is terminated, monthly charges for service shall be  
26 pro-rated on a daily basis and, where advance payment has been made by Subscriber, the  
27 appropriate refund, if exceeding one dollar (\$1.00), shall be made by Licensee to the  
28 Subscriber within thirty (30) days of such termination.

1 Section 13.11 --- BUSINESS PRACTICE STANDARDS

2 The Licensee shall provide the Issuing Authority, the Cable Division and all of its  
3 Subscribers with the following information in accordance with 207 CMR 10.00 et seq., as  
4 the same may exist or as may be amended from time:

- 5 (i) Notification of its billing practices;
- 6 (ii) Notification of Services, Rates and Charges;
- 7 (iii) Equipment Notification;
- 8 (iv) Form of Bill;
- 9 (v) Advance Billing, Issuance of Bills;
- 10 (vi) Billing due dates, delinquency, late charges and termination of service;
- 11 (vii) Charges for Disconnection or Downgrading of Service;
- 12 (viii) Billing Disputes; and
- 13 (ix) Service Interruptions.

14 Section 13.12--- COMPLAINT RESOLUTION PROCEDURES

15 (a) The Licensee shall establish a procedure for resolution of complaints by Subscribers.

16 (b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all  
17 complaints regarding the quality of Service, equipment malfunctions and similar matters.  
18 In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall  
19 be responsible for receiving and acting upon such Subscriber complaint/inquires, as  
20 follows.

21 (i) Upon the written request of the Issuing Authority or its designee(s), and subject to  
22 applicable privacy laws, the Licensee shall, within the (10) business days after receiving  
23 such request, send a written report to the Issuing Authority with respect to any complaint.  
24 Such report shall provide a full explanation of the investigation, finding and corrective  
25 steps taken by the Licensee. Should a Subscriber have an unresolved complaint regarding  
26 cable television operations, the Subscriber shall be entitled to file his or her complaint  
27 with the Issuing Authority or its designee(s), who shall have primary responsibility for  
28 the continuing administration of the Renewal License and the implementation of  
29 complaint procedures. Thereafter, if the Subscriber wished to participate in further  
30 processing of the complaint, the Subscriber shall meet jointly in Amherst with the Issuing  
31 Authority or its designee(s) and a representative of the Licensee, within thirty (30) days

1 of the Subscriber's filing of his or her complaint, in order to fully discuss and attempt to  
2 resolve such matter.

3 (c) Notwithstanding the foregoing and subject to applicable privacy laws, if the Issuing  
4 Authority or its designee(s) determines it to be in the public interest, the Issuing  
5 Authority or its designee(s) may investigate any complaints or disputes brought by  
6 Subscribers arising from the operations of the Licensee.

7 Section 13.13 --- PRIVACY PROVISIONS

8 (a) Licensee shall respect the rights of privacy of every Subscriber and/or commercial  
9 user of the Cable Television System and shall not violate such rights through the use of  
10 any device or Signal associated with the Cable System, and as hereafter provided.

11 (b) Licensee shall comply with all applicable Federal, State and local laws and  
12 regulations respecting Subscriber and commercial user privacy and shall adhere to  
13 applicable industry codes of conduct which promote or enhance Subscriber privacy.

14 (c) The Town reserves the right to enact consumer protection bylaws or other appropriate  
15 legislation in addition to the protections in this license at any time.

16 Section 13.14 --- MONITORING

17 The Licensee or its agents shall not tap or monitor, arrange for the tapping or monitoring,  
18 or permit any other person to tap or monitor, any cable, line, Signal, input device, or  
19 Subscriber outlet or receiver for any purpose, without the prior written authorization of  
20 the affected Subscriber or commercial user; provided, however, that Licensee may  
21 conduct system wide or individually addressed "sweeps" solely for the purpose of  
22 verifying system integrity, checking for illegal taps, controlling return-path transmission,  
23 or billing for pay services. Licensee shall report to the affected parties and all appropriate  
24 authorities any instances of monitoring or tapping of the Cable Television System, or any  
25 part thereof, of which it has knowledge, whether or not such activity has been authorized  
26 by Licensee. Licensee shall not record or retain any information transmitted between any  
27 Subscriber or commercial user and any third party, except as required for lawful business  
28 purposes. Licensee shall destroy all Subscriber information of a personal nature after a  
29 reasonable period of time except as authorized not to do so by the affected Subscriber.  
30 The provisions of this Section shall apply to the capture of Clickstreams.

1 Section 13.15 --- DISTRIBUTION OF SUBSCRIBER INFORMATION

2 Licensee and its agents or employees shall not, without the prior written authorization of  
3 the affected Subscriber or commercial user, provide to any third party, including the  
4 Town, data identifying or designating any Subscriber either by name or address. Said  
5 authorization may be withdrawn at any time by the Subscriber or commercial user by  
6 providing written notice to the Licensee. Licensee shall provide annual notice to each  
7 Subscriber or commercial user who has given the aforesaid authorization of each  
8 Subscriber's or commercial user's right to withdraw the authorization. In no event shall  
9 such authorization be obtained as a condition of service or continuation thereof, except as  
10 necessary to adequately provide particular services.

11 Section 13.16 --- POLLING BY CABLE

12 No poll or other upstream response of a Subscriber or commercial user shall be  
13 conducted or obtained unless the program of which the upstream response is a part shall  
14 contain an explicit disclosure of the nature, purpose and prospective use of the results the  
15 poll or upstream response, unless the program has an informational, entertainment or  
16 educational function which is self-evident. Licensee or its agents shall release the results  
17 of upstream responses only in the aggregate and without individual references. The  
18 provisions of this Section shall apply to the capture of Clickstreams.

19 Section 13.17 --- INFORMATION WITH RESPECT TO VIEWING HABITS AND  
20 SUBSCRIPTION DECISIONS

21 Licensee or its agents or its employees shall not make available to any third party,  
22 including the Town, or to Behavioral Profiling software information concerning the  
23 viewing habits or subscription package decisions of any individual Subscriber without  
24 obtaining the Subscriber's prior written consent. If a court authorizes or orders such  
25 disclosure, Licensee shall make reasonable attempts to notify the Subscriber within a  
26 reasonable time prior to such disclosure. Licensee shall provide written notice to each  
27 Subscriber when equipment or Behavioral Profiling software is to be installed on the  
28 Cable Television System which would permit the recording or monitoring of individual  
29 viewing habits of such Subscriber. Such equipment or Behavioral Profiling software shall  
30 be installed only after prior written permission has been granted by the Subscriber. In no  
31 event shall such permission be obtained as a condition of service or continuation thereof.

1 For any sort of transmission concerning the viewing habits or subscription package  
2 decisions of any individual Subscriber to emanate from a Subscriber's residence, the  
3 subscriber must take some positive action to activate such transmission. In the event the  
4 service requested by the Subscriber by its nature involves the transfer of information or  
5 data from the Subscriber, including without limitation, security services or data  
6 transference, the ordering of the service shall be deemed to include the grant of  
7 permission by the Subscriber for the making available of such information to such parties  
8 as is necessary for the provision of the service. Written permission for the provision of  
9 the service but for no other purpose shall be obtained from the Subscriber prior to further  
10 dissemination or distribution by Licensee or to processing by Behavioral Profiling  
11 software of such information.

12 Section 13.18 --- SUBSCRIBER ACCESS TO INFORMATION

13 Subscribers shall be entitled to examine and copy any information developed by Licensee  
14 pertaining to them at Licensee's service center in Amherst upon reasonable notice and  
15 during regular business hours license.

16 Section 13.19--- PRIVACY STANDARDS REVIEW

17 The Issuing Authority and Licensee will continually review this Section 13 to determine  
18 that it effectively addresses appropriate concerns about privacy. This section may be  
19 amended periodically by agreement of the Issuing Authority and Licensee.

**SECTION 14**

**REPORTS AND PERFORMANCE TESTS**

**Section 14.1 --- CONSTRUCTION REPORTS**

Licensee shall furnish the Issuing Authority with progress reports indicating in detail the progress in, and areas of, construction and upgrade of the Cable Television System. Said reports shall be furnished to the Issuing Authority on a monthly basis during any rebuild, starting with the Effective Date of this license.

**Section 14.2 ---FINANCIAL REPORTS**

Licensee shall furnish the Issuing Authority, no later than ninety (90) days after the end of Licensee's Fiscal Year a sworn statement of its revenues pertaining to the Amherst Cable Television System only, including the information contained on CATV Division Form 300, lines 4000-4230 and line 6100; provided, however, that said information shall be for official use only. Licensee shall also provide a financial balance sheet and statement of ownership for Amherst and Pelham only (CATV Division form 200), which shall be open for public inspection. Said statements and balance sheet shall be sworn to by the person preparing same and by Licensee or an officer of Licensee.

**Section 14.3 --- NUMBER OF SUBSCRIBERS**

Licensee shall file with the Issuing Authority a report containing the number of Subscribers, as of December 31st, and the number of connections and disconnections. Said report shall be filed annually with the financial reports required pursuant to Section 14.2 above.

**Section 14.4 --- LINE EXTENSION REPORT**

The Cable operator shall file an annual report with the Town detailing the areas in the Town in which the Cable System has been extended during the year covered by the report. This report shall also detail the dates of said extensions and the current number of households in Amherst capable of receiving cable service(s), i.e. homes passed and the total number of households subscribing to cable service. This report shall also detail the actual or estimated number of additional subscribers that can be accounted for if bulk purchase agreements were represented by the total number of subscribers served by such agreements instead of the single subscriber that such bulk purchase agreements represent.

1 Section 14.5 --- SUBSCRIBER COMPLAINT REPORT

2 To the extent required by G.L. c. 166A, Section 10, every three (3) months, beginning  
3 from the Effective Date of this Renewal License, Licensee shall notify the Issuing  
4 Authority, on forms prescribed by the Commission, of complaints of Subscribers  
5 received during the reporting period and the manner in which the complaints have been  
6 met, including the time required to make any necessary repairs or adjustments.

7 Section 14.6 --- SERVICE INTERRUPTION REPORT

8 Licensee shall submit, on a form prescribed by the Division, a list of all significant  
9 service interruptions. Said report shall be submitted with the Subscriber Complaint  
10 Report required in Section 14.5 above.

11 Section 14.7 --- INDIVIDUAL COMPLAINT REPORTS

12 Licensee shall, within ten (10) days after receiving a written request therefor, send a  
13 written report to the Issuing Authority with respect to any complaint. Such report shall  
14 provide a full explanation of the investigation, finding(s) and corrective steps taken.

15 Section 14.8 --- BI-ANNUAL PERFORMANCE TEST

16 Proof of performance tests made to ensure compliance with FCC standards for system  
17 technical operation shall be available in the Licensee's Public Files.

18 Section 14.9 --- RIGHT TO INSPECTION AND/OR TESTING OF THE CABLE  
19 SYSTEM

20 The Town or its designee shall have the right to inspect and/or test the Cable System,  
21 including all construction, installation or upgrade work performed, and to make such tests  
22 as it shall deem necessary to ensure compliance with the terms of this Renewal License  
23 and all other applicable law and regulations. The Town shall give Licensee reasonable  
24 notice of any such inspection and/or testing, and such inspection and/or testing shall not  
25 interfere with Licensee's operations. Licensee has the right to be present at any such  
26 inspection/testing and shall fully cooperate and otherwise assist in these activities. Tests  
27 other than quality of service tests in §14.10 below shall be at the sole cost and expense of  
28 the Town.

29 Section 14.10 --- QUALITY OF SERVICE

30 (a) Licensee shall comply with all applicable FCC regulations and standards relating to  
31 quality of the Signals transmitted over the Cable Television System.



(b) Upon a showing of a number of complaints from Subscribers concerning consistently poor or substandard Signal quality, the Issuing Authority and Licensee shall enter into good faith discussions concerning possible remedies for consistent Signal degradation.

(c) Where there exists evidence which in the reasonable judgment of the Issuing Authority casts doubt upon the reliability or technical quality of cable service(s), the Issuing Authority shall have the right and authority to require Licensee to test, analyze and report on the performance of the Cable System. Licensee shall fully cooperate with the Issuing Authority in performing such testing and shall prepare the results and a report, if requested, within thirty (30) days after notice for the same. Such report shall include the following information:

(1) the nature of the complaint or problem which precipitated the special tests;

(2) the system component tested;

(3) the equipment used and procedures employed in testing;

(4) the method, if any, in which such complaint or problem was resolved;

(5) any other information pertinent to said tests and analysis which may be required.

(c) The Issuing Authority may require that said tests be supervised by a professional engineer who is not an employee or agent of Licensee.

(d) Testing falling under this Section 14.10 shall be at the sole cost and expense of the Licensee.

#### Section 14.11 --- DUAL FILINGS

Licensee shall make available to the Town at the Licensee's expense, a copy of any petitions or communications with any State or Federal agency, commission or division pertaining to any aspect of the Cable System operation hereunder or the financial arrangement therefor, except for submissions which are proprietary and considered for "official use only."

In the event that either party requests from any state or federal agency or division a waiver or advisory petition, it shall immediately notify the other party in writing of said request, petition or waiver.

#### Section 14.12 --- INFORMATION

At any time, upon the reasonable request of the Issuing Authority, Licensee shall make available any further information which may be required to establish Licensee's

1 compliance with its obligations pursuant to this Renewal License. To the extent  
2 consistent with applicable laws and the express requirements of this Renewal License, all  
3 documents submitted by Licensee for inspection by the Issuing Authority, including  
4 without limitation reports required by Section 14, shall be kept confidential and utilized  
5 by the Issuing Authority only for the purposes set forth in this Renewal License.

6 If any records, documents or information are too voluminous, or for security reasons  
7 cannot be copied and moved, then the Licensee may request that the inspection take place  
8 at a location mutually agreed upon by the Licensee and the Issuing Authority, provided  
9 that: (i) the Licensee must make necessary arrangements for copying documents selected  
10 by the Issuing Authority and/or its designee(s) after its/their review; and (ii) the Licensee  
11 must pay all travel and additional copying expenses incurred by the Issuing Authority  
12 and/or its designee(s) in inspecting those records, documents or information.

13 Section 14.13 --- INVESTIGATION

14 Subject to applicable law and regulation, the Licensee and any Affiliated Person(s) shall  
15 cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by  
16 a Town agency; provided, however, that any such investigation, audit or inquiry is for the  
17 purpose of establishing the Licensee's compliance with its obligations pursuant to this  
18 Renewal License.

1

**SECTION 15**

2

**EMPLOYMENT**

3

**Section 15.1 --- EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION**

4

Licensee shall be an Equal Opportunity/Affirmative Action Employer adhering to all

5

Federal, State and/or local laws and regulations regarding employment and

6

discrimination.

**SECTION 16**

**MISCELLANEOUS PROVISIONS**

**Section 16.1 --- LICENSE AS CONTRACT UNDER SEAL**

Upon its execution by the Issuing Authority and Licensee this Renewal License shall be deemed to constitute a contract under seal by and between Licensee, on the one hand, and the Select Board of the Town of Amherst, on the other hand.

**Section 16.2 --- ENTIRE AGREEMENT**

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by an instrument in writing executed and agreed to by both parties.

**Section 16.3 --- CAPTIONS**

The captions to sections throughout this Renewal License are intended solely to facilitate reading and reference to the sections and provisions of this Renewal License. Such captions shall not affect the meaning or interpretation of this Renewal License.

**Section 16.4 --- SEVERABILITY**

In the event that a court or agency or legislature of competent jurisdiction acts or declares that any nonmaterial provision of this Renewal License is unenforceable according to its terms, or is otherwise void, said provision shall be considered a separate, distinct, and independent part of this License, and such holding shall not affect the validity and enforceability of all other provisions hereof. In the event that a court or agency or legislature of competent jurisdiction acts so that any material provision of this Renewal License is unenforceable according to its terms, or is otherwise void, the parties agree to immediately enter into negotiations in good faith and make equitable amendments to restore the relative burdens and benefits of this Renewal License. Notwithstanding the foregoing, if a party believes a provision is not material, it must so notify the other party within thirty (30) days of a request by such other party that it enter into negotiations to make amendments, or else the claim of non-materiality is waived. The obligation to negotiate is not tolled, and the parties must discharge their negotiation responsibility notwithstanding a dispute as to materiality. The remedies provided for herein do not

1 prevent a party from contending that a particular provision is enforceable, or foreclose  
2 any remedies if a provision is enforceable.

3 Section 16.5 --- FORCE MAJEURE

4 If by reason of Force Majeure either party is unable in whole or in part to carry out its  
5 obligations hereunder, said party shall not be deemed in violation or default during the  
6 continuance of such inability. The term "Force Majeure" as used herein shall be any  
7 cause or event not reasonably within the control of the disabled party provided the party  
8 takes immediate and diligent steps to comply as soon as possible under the circumstance  
9 with the Renewal License without endangering the health or safety of the Licensee's  
10 employees or property, or the health or safety of the Town or the public, or their property.

11 In the event that any such delay in performance or failure to perform affects only part of  
12 the disabled party's capacity to perform, the Licensee shall perform to the maximum  
13 extent it is able to do so in as expeditious a manner as possible. The disabled party shall  
14 notify the other party in writing of the occurrence of an event covered by this Section  
15 16.5 within five (5) business days of the date upon which the Licensee learns of its  
16 occurrence.

17 Section 16.6 --- REMOVAL OF ANTENNAS

18 Licensee shall not remove any television antenna of any Subscriber but shall, at cost,  
19 offer to said Subscriber and maintain an adequate switching device to allow said  
20 Subscriber to choose between cable and non-cable television reception.

21 Section 16.7 --- SUBSCRIBER TELEVISION SETS

22 Licensee shall not engage directly or indirectly in the business of selling or repairing  
23 television or radio sets; provided, however, that Licensee may make adjustments to  
24 television sets in the course of normal maintenance.

25 Section 16.8 --- COST OF PUBLICATION

26 Licensee shall assume all costs for the publication, printing and distribution of this  
27 Renewal License, to a limit of twenty (20) bound copies and ten (10) unbound copies.

28 Section 16.9 --- TERM

29 All obligations of Licensee and the Issuing Authority as set forth in this Renewal License  
30 shall commence upon the expiration of the existing license and shall continue for the term  
31 of this Renewal License except as expressly provided for herein.

1 Section 16.10 --- ISSUING AUTHORITY'S DESIGNEE

2 In the event that the Issuing Authority's designee is other than the Town Manager, the  
3 Issuing Authority shall notify Licensee in writing of said designee.

4 Section 16.11 --- ACTS OR OMISSIONS OF AFFILIATES

5 During the term of the Renewal License, the Licensee shall be liable for the acts or  
6 omission of its Affiliates while such Affiliates are involved directly or indirectly in the  
7 construction, installation, maintenance, operation or removal of the Cable System as if the  
8 acts or omissions of such Affiliates were the acts or omissions of the Licensee.

9 Section 16.12 --- RENEWAL LICENSE EXHIBITS

10 The Exhibits to the Renewal License attached hereto, and all portions thereof, are  
11 incorporated herein by the reference and expressly made a part of the Renewal License,  
12 unless such exhibits are noted for informational purposes only.

13 Section 16.13 --- WARRANTIES

14 The Licensee warrants, represents and acknowledges that, as of the Effective Date of the  
15 Renewal License:

16 (i) The Licensee is duly organized, validly existing and in good standing under the law  
17 of the Commonwealth of Massachusetts;

18 (ii) The Licensee has the requisite power and authority under applicable law and its by-  
19 laws and articles of incorporation and/or other organizational documents, is authorized by  
20 resolutions of its Board of Directors or other governing body, and has secured all consents  
21 which are required to be obtained as of the Effective Date of the Renewal License, to enter  
22 into and legally bind the Licensee to the Renewal License and to take all actions necessary  
23 to perform all of its obligations pursuant to the Renewal License;

24 (iii) This Renewal License is enforceable against the Licensee in accordance with the  
25 provisions herein, subject to applicable State and federal law;

26 (iv) There is no action or proceeding pending or threatened against the Licensee as of  
27 the Effective Date of this Renewal License that would interfere with its performance of the  
28 Renewal License; and

29 (v) Pursuant to Section 625(f) of the Cable Act, as of the Effective Date of this Renewal  
30 License, the performance of all terms and conditions in this Renewal License is  
31 commercially practicable.

1 Section 16.14 --- APPLICABILITY OF RENEWAL LICENSE

2 All of the provisions in the Renewal license shall apply to the Town, the Licensee, and their  
3 respective successors and assignees.

4 Section 16.15 --- NOTICES

5 (a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by  
6 certified mail to the Issuing Authority at Town Hall, 4 Boltwood Avenue, Amherst MA  
7 01002 or to such other address(es) as the Issuing Authority may specify in writing to the  
8 Licensee, with one (1) copy to the Town's Cable Advisory Committee at the same address.

9 (b) Every notice served upon the Licensee shall be delivered, sent by express mail  
10 (signature required) or by certified mail/return receipt requested to the following address:  
11 Comcast Cable Communications, Inc., 3303 Main Street, Springfield, MA 01107, or such  
12 other address(es) as the Licensee may specify in writing to the Issuing Authority with  
13 copies to the Town's Cable Advisory Committee, Town Hall, 4 Boltwood Avenue,  
14 Amherst, MA 01002.

15 (c) Delivery shall be equivalent to direct personal notice, direction or order, and shall be  
16 deemed to have been given at the time of receipt.

17 Section 16.16 --- NO RECOURSE AGAINST THE ISSUING AUTHORITY

18 Pursuant to Section 635A(a) of the Cable Act, the Licensee shall have no recourse against  
19 the Issuing Authority, the Town and/or its officials, boards, commission, committees,  
20 advisors, designees, agents, and/or its employees other than injunctive relief or declaratory  
21 relief, arising from the regulation of cable service or from a decision of approval or  
22 disapproval with respect to a grant, renewal, transfer, or amendment of this Renewal  
23 License.

24 Section 16.17 --- TOWN'S RIGHT OF INTERVENTION

25 The Town hereby reserves to itself, and the Licensee acknowledges the Town's right, in  
26 accordance with applicable law or regulation, to intervene in any suit, action or proceeding  
27 involving the Renewal License, or any provision in the Renewal License, provided,  
28 however, that this section shall not restrict the right of the Licensee to oppose such  
29 intervention pursuant to applicable law.

1 Section 16.18--- LICENSEE’S OBLIGATIONS GUARANTEED BY ITS ULTIMATE  
2 PARENT

3 All obligations of the Licensee pursuant to this Renewal License shall be guaranteed by  
4 the Licensee’s ultimate corporate parent, who must execute this Renewal License as such  
5 and thereto.



**EXHIBIT 1**  
**LOCATIONS TO BE CONNECTED**  
**TO THE INSTITUTIONAL NETWORK**

**Additional Locations**

7	Main Water Treatment	46		85	Traffic Signal
8	Plant	47	Traffic Signal	86	North Pleasant
9	University of	48	North Pleasant	87	Street/Fearing Street
10	Massachusetts	49	Street/Kellogg Street	88	
11		50		89	Baby Carriage Brook
12	Pelham Elementary	51	Traffic Signal	90	Water Treatment Plant
13	School	52	North Pleasant	91	South East Street
14	Pelham	53	Street/Triangle Street	92	
15		54		93	Water Holding Facility
16	Ruxton Storage Facility	55	Traffic Signal	94	East Pleasant Street
17	Pulpit Hill Road	56	Amity Street/University	95	
18		57	Drive	96	Water Facility
19	Cherry Hill Club House	58		97	Pelham Road
20	Montague Road	59	Traffic Signal	98	
21		60	North Pleasant	99	Water Facility
22	Cherry Hill Garage	61	Street/Eastman Lane	100	Potwine Lane
23	Montague Road	62		101	
24		63	Traffic Signal	102	Water Facility
25	Parks & Recreation	64	College Street/South	103	West Street
26	Building	65	East Street	104	
27	Mattoon Street	66			
28		67	Traffic Signal		
29	Transfer Station	68	Main Street/North East		
30	Belchertown Road	69	Street		
31		70			
32	Atkins Water Treatment	71	Traffic Signal		
33	Plant	72	Route 116/Bay Road		
34	Market Hill Road	73			
35		74	Traffic Signal		
36	Centennial Water	75	Route 116/East Hadley		
37	Treatment Plan	76	Road		
38	Pelham	77			
39		78	Traffic Signal		
40	Traffic Signal	79	Route 116/Pomeroy		
41	Main Street/Amity	80	Street		
42	Street	81			
43		82	Traffic Signal		
44	Traffic Signal	83	Route 9/Gatehouse Road		
45	Route 116/Route 9	84			

1	
2	
3	
4	<b>Current Locations to Receive</b>
5	<b>A Second Connection</b>
6	
7	Bangs Community Center
8	70 Boltwood Avenue
9	
10	North Fire Station
11	East Pleasant Street
12	
13	Police Station
14	Main Street
15	
16	Wildwood Elementary School
17	Strong Street
18	(to be fed directly from East Pleasant
19	Street)
20	
21	Amherst Regional Middle School
22	Chestnut Street
23	(to be fed directly from East Pleasant
24	Street)
25	
26	Amherst Regional Senior High School
	Triangle Street
	(to be fed directly from East Pleasant
	Street)

EXHIBIT 2

SERVICE INFORMATION FOR SUBSCRIBERS

The following information is to be provided to all subscribers upon request and at the periods expressed below.

(a) Annually:

(i) All services and rates, deposits if applicable, installation costs, service upgrade or downgrade charges (if any), stolen or lost converter charges and relocation of cable outlet charges;

(ii) Complete information concerning billing and collection procedures, procedures for ordering changes in or termination of service(s), and refund policies;

(iii) Written notification concerning the potential incompatibility of video recording and/or interface devices with cable service(s), and, if requested, information concerning the cost for installation of said video recording and/or interface devices and the different methods of installation, if applicable, and;

(iv) Licensee's privacy policies, pursuant to Local, State and Federal Law.

(b) Bi-annually, at Time of Initial Installation or any Service Upgrade and/or Downgrade:

(i) A Digital Plug-and-Play Disclosure that shall include the following:

(A) An explanation that customer-supplied Navigation Devices can be directly connected to the Cable System in conjunction with obtaining a CableCard security module;

(B) A disclosure of how CableCard charges are identified, and where specifically they are found, on the Licensee rate card;

(C) A statement of installation and service price differentials between CableCard-enabled Subscriber-supplied Navigation Devices and Licensee-supplied Navigation Devices, where all other installation details are the same;

(D) A statement of any costs that would be incurred upon substituting a CableCard-enabled Subscriber-supplied Navigation Device for a Licensee-supplied Navigation Device, where all other installation details remain the same.

(ii) An Electronic Program Guide Comparison Chart that shall include the following:

1       A) An explanation that, with the large number of channels available to digital cable  
2       Subscribers, an Electronic Program Guide (EPG) may be an important component of  
3       Subscriber experience and a factor to be considered by the Subscriber in choosing among  
4       Licensee-supplied and commercially available Navigation Devices;

5       (B) A comparison chart with entries for each distinct EPG that appears on a Licensee-  
6       supplied Navigation Device that indicate whether advertising and Licensee or EPG  
7       branding is present, the circumstances under which the EPG appears when not expressly  
8       invoked by the Subscriber, and the degree to which the Subscriber is allowed to control  
9       any automatic EPG invocations;

10      (C) So long as analog converters are deployed in the Town by the Licensee, the  
11      Comparison Chart shall include entries for the analog converter EPG.

12      (iii) If advertising delivered over the Cable System is targeted to specific households, a  
13      Targeted Addressable Advertising Disclosure that shall include the following:

14      (A) A description of the Targeted Addressable Advertising technologies that are  
15      deployed;

16      (B) A description of the databases of information about Subscribers that are  
17      maintained or accessed to support targeting to households;

18      (C) A listing of the types of Navigation Devices and Cable Services (e.g., Video On  
19      Demand) on which that targeting to households occurs.

**SIGNATURE PAGE**

In witness whereof, this Agreement is hereby signed and sealed by the parties, duly authorized, at Amherst, Massachusetts.

Town of Amherst

Comcast of Massachusetts II, Inc.

/s/ Anne Awad

/s/

/s/ Robie Hubley

/s/ Gerry Weiss

/s/ Rob Kusner

/s/ Hwei-Ling Greeney

Select Board, Town of Amherst, Massachusetts